

INFORMATION TO OFFERORS OR QUOTERS SECTION A – COVER SHEET		Form Approved
<p>The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.</p> <p>PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.</p>		
1. SOLICITATION NUMBER <div style="font-size: large; font-weight: bold;">SP0600-07-R-0400</div>	2. (X one) <input type="checkbox"/> a. INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	3. DATE/TIME RESPONSE DUE <div style="background-color: yellow; padding: 2px; font-weight: bold;">November 14, 2006 3:00 P.M.</div> <div style="background-color: yellow; padding: 2px; font-weight: bold;">EASTERN STANDARD TIME</div>
<p style="text-align: center;">(a) INSTRUCTIONS</p> <p>NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.</p> <p>1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.</p> <p>2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.</p> <p>3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.</p> <p>4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids," or "Instructions to Offerors – Competitive Acquisition."</p>		
4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> Defense Energy Support Center 8725 John J. Kingman Road, Ste 4950 Ft. Belvoir, VA 22060-6222	5. ITEMS TO BE PURCHASED <i>(Brief description)</i> Coal, Sub-Bituminous/Bituminous – Purchase Program 5.7 - Alaska Definite Quantity Contract Total Estimated Quantity: 1 Year: 484,500 NTS 5 Years: 2,422,500 NTS Ordering Period: Ft. Wainwright: Oct 1, 07 through Sept 30, 08 or through 2012 Clear AS & Eielson: Jun 1, 07 through May 31, 08 or through 2012	
6. PROCUREMENT INFORMATION <i>(X and complete as applicable.)</i>		
<input checked="" type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED.	212112/421520/423520	
<input type="checkbox"/> b. THIS PROCUREMENT IS % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS:		
<input type="checkbox"/> c. THIS PROCUREMENT IS % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS:		
<input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.		
7. ADDITIONAL INFORMATION: ALL LINE ITEMS ARE SOLICITED UNRESTRICTED.		
8. POINT OF CONTACT FOR INFORMATION		
a. NAME <i>(Last, First, Middle Initial)</i> Brickhill, Joan; M.		b. ADDRESS <i>(Include ZIP Code)</i> Defense Energy Support Center, Attn: DESC-APC 8725 John J. Kingman Road, Ste 4950 Ft. Belvoir, VA 22060-6222
c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> (703)767-8524	d. E-MAIL ADDRESS joan.brickhill@dla.mil	
9. REASONS FOR NO RESPONSE <i>(X all that apply)</i>		
<input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S) <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT		<input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED <input type="checkbox"/> e. OTHER
10. MAILING LIST INFORMATION <i>(X one)</i> WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.		
11a. COMPANY NAME	b. ADDRESS	
c. ACTION OFFICER		
(1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i>	(2) TITLE	
(3) SIGNATURE		(4) DATE SIGNED <i>(YYYYMMDD)</i>

a. The Internet Coal Home Page for access to this solicitation and Offeror Submission Package (OSP) is:
<http://www.desc.dla.mil/DCM/DCMPage.asp?pageid=165>

MAIL OFFERS TO THE FOLLOWING ADDRESS:
ATTN: DESC-APC OFFER CUSTODIAN, ROOM 3830
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J KINGMAN RD, SUITE 4950
FT BELVOIR VA 22060-6222

(Faxed Offers must be faxed to the Offer Custodian, Fax Number: (703) 767-8573
(SOLICITATION NUMBER MUST BE ANNOTATED ON FAX COVER SHEET)

Please ensure the Solicitation Number, as well as the date and time of closing are annotated on the envelope or outer container. PROPOSALS ARE DUE: November 14, 2006 AT 3:00 PM Eastern Standard Time

NOTE: ALL OFFERS must be F.O.B. destination ONLY. (Inclusive of transportation to destination) However, please note that a breakdown of separate prices for coal and transportation are requested (see Schedule sheets).

b. This solicitation is a multi-year procurement which covers the next five-year coal requirements for Fort Wainwright, Clear Air Station and Eielson AFB, all located in the Fairbanks, Alaska area. This solicitation allows offerors to submit offers for one and five year requirements. However, offerors must submit an offer for the total quantity of the first year's requirements. Offerors are encouraged to submit offers on both one and five year requirements. **OFFERS WILL NOT BE CONSIDERED FOR AWARD IF NO OFFER IS RECEIVED FOR THE ONE-YEAR REQUIREMENT.**

This is a negotiated acquisition; see Clause L2.05-6, paragraph (g), CONTRACT AWARD. Full text of FAR/DFARS clauses incorporated by reference will be available upon request.

c. Before submitting an offer, offeror shall have the coal they are offering tested by the U.S. Army Petroleum Center, (APC) Petroleum Testing Facility - East, ATTN: AMSTA-LC-CJPT, Bldg. 85-3, New Cumberland, PA 17070-6511. Point of contact is *CLEO TAFOYA*, Chief, Product Assurance Division, US Army Petroleum Center, New Cumberland, PA, PH: 717-770-6511, FAX: 717-770-4743, E:MAIL: ctafova@usapc-emh1.army.mil or cleo.tafova@us.army.mil. See Clause M14, EVALUATION OF OFFERS, paragraph (g) for more information. **MINE SAMPLES MUST BE PAID FOR AND RECEIVED AT U.S. APC BY THE DATE/TIME SET FOR CLOSING. IF FINAL REVISED PROPOSALS ARE REQUESTED, THE SAMPLES MUST BE PAID FOR AND RECEIVED AT THE U.S. APC BY THE DATE/TIME SET FOR RECEIPT OF FINAL REVISED PROPOSALS.**

ADDITIONAL COSTS: ALTHOUGH COAL SPECIFICATIONS ARE NOT LISTED FOR MERCURY AND CHLORINE, ANALYTICAL TESTING IS REQUIRED FOR EACH SHIPMENT, IN ACCORDANCE WITH E1.04, QUALITY PROVISIONS, THEREFORE OFFERORS ARE ADVISED TO INCLUDE THIS COST IN THE TOTAL COST FOR COAL TESTING.

NOTE: WHEN SUBMITTING DELIVERED PRICES, PLEASE INDICATE THE PRICE OFFERED FOR THE COAL AND THE PRICE FOR TRANSPORTATION SEPARATELY AS REQUESTED ON THE SECTION B – SCHEDULES/OFFER SHEETS.

d. HUBZONE EVALUATION PREFERENCE:

HUBZone evaluation preference is determined by the location of the company and its producer.

This solicitation includes FAR coverage concerning HUBZones, Clause I238.02. The purpose of the HUBZone program is to award Government contracts to companies located in economically deprived areas. **HOWEVER, TO RECEIVE THE HUBZONE EVALUATION PREFERENCE, THE OFFEROR MUST BE APPROVED BY THE SMALL BUSINESS ADMINISTRATION (SBA) AND APPEAR ON THE SBA HUBZONE LIST AT THE TIME OF OFFER SUBMISSION. ALSO, THE PRODUCT OFFERED MUST BE OBTAINED FROM A PRODUCER LOCATED IN A HUBZONE. GETTING ON THE SBA HUBZONE APPROVED LIST IS SOLELY THE OFFEROR'S RESPONSIBILITY.** Further information regarding the SBA list and requirements may be obtained at the SBA website at <http://www.sba.gov/hubzone>

e. SMALL DISADVANTAGED BUSINESS PREFERENCE:

In accordance with the Small Business Reauthorization and Manufacturing Assistance Act of 2004 (Public Law 108-477, Division K) and DESC Contracting Instruction CI 06-06, the 10% small disadvantaged business (SDB) evaluation factor has been suspended until March 10, 2007; therefore, clause I240.01, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (ALTERNATE 1) will not be included in this solicitation.

f. One complete copy of the solicitation and one copy of the Offeror Submission Package (OSP) are provided. All documents to be completed and returned are contained in the OSP. TWO COPIES (ORIGINAL AND ONE COPY) OF THE OSP, COMPLETED AND SIGNED, DFSC 4.23, AUTHORIZATION AND MINE DESCRIPTION, PAST PERFORMANCE INFORMATION, SOCIOECONOMIC PLAN, AND SUBCONTRACTING PLAN MUST BE RETURNED TO DESC-APC AS YOUR OFFER. Retain the complete solicitation and one reproduced copy of your completed OSP for your records. Clause I209.12, EXTENSION PROVISIONS (COAL), provides for up to three months extension of the contract, if necessary. Offerors must include this possible additional three month quantity (see estimated monthly quantities listed on each Section B Schedule of Supplies) on the DFSC 4.23, AUTHORIZATION AND MINE DESCRIPTION. If offerors are proposing their own mine(s), they must be capable of providing up to three months increased quantity in the event the provision is initiated.

In the event that amendments to the solicitation are issued, please acknowledge receipt of each amendment by signing and returning them with your offer, or acknowledge them via E-mail to Joan M. Brickhill, Joan.Brickhill@dla.mil. **OFFERS MAY BE SUBMITTED BY FACSIMILE, BUT ORIGINAL MUST BE RECEIVED AT FT. BELVOIR WITHIN 10 DAYS.**

g. NOTICE - Any contract awarded to a contractor who at the time of award was suspended, debarred, or ineligible for receipt of contracts with Government Agencies, or in receipt of a notice of proposed debarment from any Government Agency, is voidable at the option of the Government.

h. IMPORTANT NOTICE - RECORDS WILL BE KEPT OF THOSE COMPANIES THAT HAVE SUBMITTED AN OFFER, INDICATED AN INTEREST OR SUBMITTED A REASON FOR NO RESPONSE IN BLOCK 9 OF THE DD FORM 1707. ANY COMPANY THAT DOES NOT RESPOND BY OFFERING OR INDICATING AN INTEREST ON THREE CONSECUTIVE SOLICITATIONS WILL AUTOMATICALLY BE DELETED FROM DESC-APC'S ELECTRONIC MAILING LIST. ANY COMPANY THAT DOES NOT SUBMIT AN OFFER, BUT WISHES TO REMAIN ON THE ELECTRONIC MAILING LIST MUST COMPLETE BLOCK 10 ON THE DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS AND RETURN TO THE ATTENTION OF DESC-APC.

i. IF COAL IS TO BE TRANSPORTED BY MULTIPLE CONVEYANCES OR PROCESSING OF THE COAL WILL BE ACCOMPLISHED AT VARIOUS LOCATIONS, THE OFFER MUST INCLUDE THE DETAILS OF LOADING/TRANSLOADING, AS WELL AS WHERE SAMPLING WILL BE DONE AND BY WHOM. This can be noted on Attachment 1, DESC form 4.23, Authorization and Mine Description under "Remarks", or on a separate sheet of paper submitted with the offer package. All subcontractor names, addresses, phone numbers and points of contact must be included. DESC reserves the right to reject any incomplete offer as non-responsive. ONLY FOB DESTINATION OFFERS WILL BE CONSIDERED.

j. If a blend of different seams and/or mines is offered, then the percentage of the blend to be offered must be stated on the offeror's Mine Authorization Form, see Attachment 1. Only one mine or blend of mines and/or seams per form will be accepted. The proposed method used to blend the coal will be included in the offer. DESC reserves the right to limit the maximum number of mine and/or seam blends to 2.

k. The contact for Small Business Affairs is Ms. Kathy Williams at (703) 767-9465 or 1-800-523-2601.

l. The Command Control Center (CCC) Staff Duty Officer maintains a list of cognizant DESC employees and in the case of emergency will ensure that the appropriate personnel are notified and necessary actions are taken. The CCC Staff Duty Officer can be contacted at (703) 767-8420.

m. In accordance with Clause L2.01-1, PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION, Contractor Performance Data Sheets (SEE ATTACHMENT 2), must be submitted with the offer. Additionally, the Offeror must submit a separate description of the past efforts to subcontract with small businesses, HUBZone small business, small disadvantaged businesses and women-owned small businesses, identifying highly successful efforts, or any regulatory, or subcontracting plan non-compliance.

n. In accordance with Defense Federal Acquisition Regulation Subpart (DFARS) 204.7302, after May 31, 1998, prospective contractors MUST be registered in Contractor Central Registration (CCR), prior to award of a contract, basic agreement, basic ordering agreement or blanket purchase agreement, unless the award results from a solicitation issued on or before May 31, 1998. Contractors may register in the CCR via Internet at <http://www.ccr.gov>, or by calling the CCR Assistance Center at 888-227-2423.

o. In accordance with Federal Acquisition Regulation (FAR) 52.232-33 (DESC G9.09), Payment by Electronic Funds – Transfer-Central Contractor Registration (EFT-CCR), all payments made by the Government under the contract shall be made by electronic funds transfer unless the Contractor agrees to either accept payment by check or some other mutually agreeable method of payment or request the Government to extend payment due date until such time as the Government can make payment by EFT. The Government shall make payment to the contractor using the EFT information contained in the Central Contractor Registration (CCR) database.

p. DUNS NUMBER: Offerors must SIGN AND DATE THE SF1449 (OFFER COVER SHEET) and include their company's Data Universal Numbering System Number (DUNS), Telephone/Facsimile and E-mail address. In the event that Amendments are issued to the Solicitations, this will ensure that all offerors can be notified.

q. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING: Please insert your CAGE Code in block 17a of SF1449, in the space marked "FACILITY CODE". If you have a current Government contract, and do not know your CAGE code, please access the Central Contractor Registration (CCR) Internet website at <http://www.ccr.gov>, or call the CCR Assistance Center at 888-227-2423. If you have not been assigned a CAGE code, insert the word "NONE" in the block.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-06-0251		PAGE 1 OF 59		
2. CONTRACT NUMBER		3.AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-07-R-0400		
6. SOLICITATION ISSUE DATE October 13, 2006		7. FOR SOLICITATION INFORMATION CALL: a. NAME Joan M. Brickhill		b. TELEPHONE NUMBER (no collect calls) (703) 767-8524		8. OFFER DUE DATE/ LOCAL TIME: 3:00 PM November 14, 2006		
9. ISSUED BY ATTN: DESC-APC DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD, STE 4950 FT. BELVOIR, VA 22060-6222 BUYER/ SYMBOL: Joan M. Brickhill E-mail: Joan.Brickhill@dla.mil PHONE: 703-767-8524 FAX: (703) 767-8757 Fax number for offers is : 703-767-8573 SEE. DD FORM 1707, PAGE 2, FOR ADDRESS TO FAX/SEND OFFERS.				CODE SC0600 PP 5.7		10. THIS ACQUISITION IS [X] UNRESTRICTED % [] SET ASIDE % FOR SMALL BUSINESS [] SMALL DISADV BUS BUSINESS [] 8(A) NAICS: 212112 SIC: 5052 SIZE STANDARD: 500		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [X] SEE SCHEDULE				12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		
13b. RATING				14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP				
15. DELIVER TO SEE SCHEDULE				CODE		16. ADMINISTERED BY CODE SEE BLOCK 9		
17a. CONTRACTOR / BIDDER OFFEROR TELEPHONE NO. E-MAIL ADDRESS				FACILITY/ CAGE CODE FAX NO. DUNS NO.		18a. PAYMENT WILL BE MADE BY CODE APPROPRIATE PAYMENT OFFICE WILL BE CITED ON EACH INDIVIDUAL DELIVERY ORDER		
[] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED [] SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
		SEE DFSC FORMS 6.37 – SCHEDULE OF SUPPLIES PAGES 2 THROUGH 13				23. UNIT PRICE		
						24. AMOUNT		
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [] ARE NOT ATTACHED.								
[] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [] ARE [] ARE NOT ATTACHED.								
[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.				[] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER [] PARTIAL [] FINAL		34. VOUCHER NUMBER		
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR		
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL				37. CHECK NUMBER		38. S/R ACCOUNT NUMBER		
39. S/R VOUCHER NUMBER				40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42a. RECEIVED BY (Print)		
42b. RECEIVED AT (Location)				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		

CONTINUATION OF STANDARD FORM 1449:**Continuations of Blocks 19-25: DFSC Forms 6.37, Section B - Schedules of Supplies****2 - 13****REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**

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THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

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DESC-P FORM 1, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS-	ATTACHMENT 3
SUBCONTRACTING PLAN (<i>Only large businesses are required to submit DESC-P Form 1</i>)	
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OTHER REGULATORY AND LOCAL CLAUSES
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SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. **0001AA**)

REQUISITION/DATE: **SP0600-06-0251 Sep 6, 06** LINE ITEM NO. **0001** **ONE-YEAR RAIL**

INSTALLATION: **FT. WAINWRIGHT, ALASKA**

RAILHEAD AND SERVING

RAILROAD, if applicable: **FAIRBANKS/ALASKA RAILROAD**

TRANSPORTATION EQUIPMENT FOR THIS ITEM: **HOPPER BOTTOM CARS**

OFFERED PRICES SHALL BE PER NET TON: **F.O.B. RAILCARS AT DESTINATION**

COAL SIZE: **4" X 1/4"**

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max.	27.0	B.T.U., dry	Min.	10,822
Volatile Matter, dry	%		A.S.T., degrees F	Min.	
Ash, dry	% Max.	12.0	F.S.I.		
Sulfur, dry	% Max.	0.40	Hardgrove Grind.	Min.	

Screen Size:		Max. % Retained On	Max. % Passing Through
4"	R.H. Screen	0.0%	
1/4"	R.H. Screen		15.0%

TOTAL ESTIMATED REQUIREMENT (NET TONS): **230,000 NTS (one-year)**

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): **N/A**

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):					2007	JAN	FEB	MAR	APR			
MAY	JUN	JUL	AUG	SEP	OCT	18,600	NOV	21,600				
DEC	27,400	2008	JAN	27,100	FEB	23,700	MAR	24,000	APR	19,000	MAY	17,900
JUN	18,000	JUL	13,000	AUG	14,400	SEP	5,300	OCT	NOV	DEC		

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): **230,000 NTS (one-year)**

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: **October 31, 2008**

MAXIMUM ORDER THIS ITEM (NET TONS): **32,400** per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from **October 1, 2007** through **September 30, 2008**.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

FT. WAINWRIGHT, AK

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM **0001**
(THIS IS ALTERNATE OF
LINE ITEM 0001AA)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(ONE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	_____	B.T.U., dry	Min.	_____
Volatile Matter, dry		_____	A.S.T., degrees F	Min.	_____
Ash, dry	% Max.	_____			_____
Sulfur, dry	% Max.	_____	Hardgrove Grind.		_____

<u>Screen Size:</u>	<u>Max. % Retained On</u>	<u>Max. % Passing Through</u>
---------------------	---------------------------	-------------------------------

_____ R.H. Screen	_____	_____
_____ R.H. Screen	_____	_____

NAME OF MINE					
<u>STATE PERMIT NO.</u>	<u>TYPE</u>	<u>SEAM</u>	<u>TIPPLE/LOCATION</u>	<u>LABORATORY/LOCATION</u>	<u>SHIPPING POINT/RR</u>

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.
M%	- 0.	FREIGHT	+ \$.
DRY, BTU		FOB RAIL DEST.	\$.
x _____		FP/OT FAC	+ \$.
ARBTU		HAND/ADM	+ \$ _____.
(rounded) x <u>2,000</u>	TOTAL	\$ _____.	
(A) _____		(rounded) x <u>100</u>	
(B) _____			

(A) =
(B) =====
ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

() RESP
() NONRESP _____
() REJ _____
LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. (0001)

REQUISITION/DATE: SP0600-06-0251 Sep 6, 06 LINE ITEM NO. 0001AA FIVE YEAR RAIL

INSTALLATION: FT. WAINWRIGHT, ALASKA

RAILHEAD AND SERVING

RAILROAD, if applicable: FAIRBANKS/ALASKA RAILROAD

TRANSPORTATION EQUIPMENT FOR THIS ITEM: HOPPER BOTTOM CARS

OFFERED PRICES SHALL BE PER NET TON: F.O.B. RAILCARS AT DESTINATION

COAL SIZE: 4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max.	<u>27.0</u>	B.T.U., dry	Min.	<u>10,822</u>
Volatile Matter, dry	%	<u>.</u>	A.S.T., degrees F	Min.	<u></u>
Ash, dry	% Max.	<u>12.0</u>	F.S.I.		<u></u>
Sulfur, dry	% Max.	<u>0.40</u>	Hardgrove Grind.	Min.	<u></u>

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>4"</u>	R.H. Screen	<u>0.0%</u>	<u></u>
<u>1/4"</u>	R.H. Screen	<u></u>	<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 1,150,000 (five-year)

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):										*2007	JAN	FEB	MAR	APR
MAY	JUN		JUL		AUG		SEP		OCT	18,600	NOV		21,600	
DEC	27,400	2008	JAN	27,100	FEB	23,700	MAR	24,000	APR	19,000	MAY		17,900	
JUN	18,000	JUL	13,000	AUG	14,400	SEP	5,300	OCT		NOV		DEC		

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 1,150,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: October 31, 2012

MAXIMUM ORDER THIS ITEM (NET TONS): 32,400 per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 1, 2007 through September 30, 2012.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

***THE MONTHLY REQUIREMENTS FOR THE FIVE-YEAR PERIOD WILL BE THE SAME QUANTITIES FOR EACH SUCCEEDING YEAR AS THE ONE-YEAR PERIOD.**

FT. WAINWRIGHT, AK

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM 0001AA
(THIS IS ALTERNATE OF
LINE ITEM 0001)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(FIVE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	_____	B.T.U., dry	Min.	_____
Volatile Matter, dry		_____	A.S.T., degrees F	Min.	_____
Ash, dry	% Max.	_____			_____
Sulfur, dry	% Max.	_____	Hardgrove Grind.		_____

<u>Screen Size:</u>	<u>Max. % Retained On</u>	<u>Max. % Passing Through</u>
---------------------	---------------------------	-------------------------------

_____ R.H. Screen	_____	_____
_____ R.H. Screen	_____	_____

NAME OF MINE					
<u>STATE PERMIT NO.</u>	<u>TYPE</u>	<u>SEAM</u>	<u>TIPPLE/LOCATION</u>	<u>LABORATORY/LOCATION</u>	<u>SHIPPING POINT/RR</u>

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.
M%	- 0.	FREIGHT	+ \$.
DRY, BTU		FOB RAIL DEST.	\$.
x _____		FP/OT FAC	+ \$.
ARBTU		HAND/ADM	+ \$ _____.

(rounded) x 2,000 TOTAL \$ _____.

(A) _____ (rounded) x 100

(B) _____

(A) =
(B) =====

ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

DFSC 6.37-R, Jun 87
(Supersedes Nov 83 Edition)

() RESP
() NONRESP _____
() REJ _____
LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. 0002AA.)

REQUISITION/DATE: SP0600-06-0251 Sep 6, 06 LINE ITEM NO. 0002 ONE YEAR RAIL

INSTALLATION: Clear AFS, AK

RAILHEAD AND SERVING

RAILROAD, if applicable: Clear AFS, AK/Alaska Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 70-100 Ton Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: F.O.B. RAILCARS AT DESTINATION

COAL SIZE: 4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max. <u>27.0</u>	B.T.U., dry	Min. <u>10,822</u>
Volatile Matter, dry	% Max. _____	A.S.T., degrees F	Min. _____
Ash, dry	% Max. <u>12.0</u>	F.S.I.	Max. _____
Sulfur, dry	% Max. <u>0.40</u>	Hardgrove Grind.	Min. _____

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>4"</u>	R.H. Screen	<u>0.0%</u>	_____
<u>1/4"</u>	R.H. Screen	_____	<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 58,000 (one-year)

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):

		2007	JAN	FEB	MAR	APR
MAY	JUN	4,500	JUL	4,500	AUG	4,000
SEP	4,500	OCT	4,500	NOV	4,500	
DEC	6,500	2008	JAN	6,000	FEB	4,800
MAR	5,700	APR	4,600	MAY	3,900	
JUN		JUL		AUG		SEP
OCT		NOV		DEC		

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 58,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: June 30, 2008

MAXIMUM ORDER THIS ITEM (NET TONS): 8,500 per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2007 through May 31, 2008.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM **0002**
(THIS IS ALTERNATE OF
LINE ITEM 0002AA)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(ONE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	_____	B.T.U., dry	Min.	_____
Volatile Matter, dry		_____	A.S.T., degrees F	Min.	_____
Ash, dry	% Max.	Min. _____			_____
Sulfur, dry	% Max.	_____	Hardgrove Grind.		_____

Screen Size: _____ Max. % Retained On _____ Max. % Passing Through _____

R.H. Screen

R.H. Screen

NAME OF MINE

STATE PERMIT NO.

TYPE

SEAM

TIPPLE/LOCATION LABORATORY/LOCATION

SHIPPING POINT/RR

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.
M%	- 0. _____	FREIGHT	+ \$.
DRY, BTU		FOB RAIL DEST.	\$.
x _____		FP/OT FAC	+ \$.
ARBTU		HAND/ADM	+ \$. _____.
(rounded) x <u>2,000</u>	TOTAL	\$ _____.	
(A) _____		(rounded) x <u>100</u>	
		(B) _____	

(A) = _____
(B) = _____

ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

() RESP

() NONRESP _____

() REJ _____

LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. 0002.)

REQUISITION/DATE: SP0600-06-0251 Sep 6, 06 LINE ITEM NO. 0002AA FIVE YEAR RAIL

INSTALLATION: Clear AFS, AK

RAILHEAD AND SERVING

RAILROAD, if applicable: Clear AFS, AK/Alaska Railroad

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 70-100 Ton Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: F.O.B. RAILCARS AT DESTINATION

COAL SIZE: 4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max. <u>27.0</u>	B.T.U., dry	Min. <u>10,822</u>
Volatile Matter, dry	% Max. _____	A.S.T., degrees F	Min. _____
Ash, dry	% Max. <u>12.0</u>	F.S.I.	Max. _____
Sulfur, dry	% Max. <u>0.40</u>	Hardgrove Grind.	Min. _____

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>4"</u>	R.H. Screen	<u>0.0%</u>	_____
<u>1/4"</u>	R.H. Screen	_____	<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 290,000 (five-year)

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):

		<u>*2007</u>		JAN	FEB	MAR	APR
MAY	JUN <u>4,500</u>	JUL <u>4,500</u>	AUG <u>4,000</u>	SEP <u>4,500</u>	OCT <u>4,500</u>	NOV <u>4,500</u>	
DEC <u>6,500</u>	<u>2008</u>	JAN <u>6,000</u>	FEB <u>4,800</u>	MAR <u>5,700</u>	APR <u>4,600</u>	MAY <u>3,900</u>	
JUN	JUL	AUG	SEP	OCT	NOV	DEC	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 58,000

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: June 30, 2012

MAXIMUM ORDER THIS ITEM (NET TONS): 8,500 per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2007 through May 31, 2012.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail : \$ _____ Truck : \$ _____
DFSC Form 6.37-S, FEB 91(Supersedes JUN 89 Edition)

***THE MONTHLY REQUIREMENTS FOR THE FIVE-YEAR PERIOD WILL BE THE SAME QUANTITIES FOR EACH SUCCEEDING YEAR.**

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM **0002AA**
(THIS IS ALTERNATE OF
LINE ITEM 0002)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(FIVE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	B.T.U., dry	Min.
	_____		_____
Volatile Matter, dry		A.S.T., degrees F	Min.
	_____		_____
Ash, dry	% Max.		

Sulfur, dry	% Max.	Hardgrove Grind.	
	_____		_____

Screen Size: _____ Max. % Retained On _____ Max. % Passing Through _____

R.H. Screen

R.H. Screen

NAME OF MINE

STATE PERMIT NO.

TYPE

SEAM

TIPPLE/LOCATION LABORATORY/LOCATION

SHIPPING POINT/RR

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.
M%	- 0. _____	FREIGHT	+ \$.
DRY, BTU		FOB RAIL DEST.	\$.
x _____		FP/OT FAC	+ \$.
ARBTU		HAND/ADM	+ \$ _____.
(rounded) x <u>2,000</u>	TOTAL	\$ _____.	
(A) _____		(rounded) x <u>100</u>	
		(B) _____	

(A) =
(B) = _____

ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

() RESP
() NONRESP _____
() REJ _____
LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. 0003AA.)

REQUISITION/DATE: SP0600-06-0251 Sep 6, 06 LINE ITEM NO. 0003 ONE YEAR RAIL

INSTALLATION: Eielson AFB, AK

RAILHEAD AND SERVING

RAILROAD, if applicable: Fairbanks/Alaska Railroad.

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 70 - 100 Ton Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: F.O.B. RAILCARS AT DESTINATION

COAL SIZE: 4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max. <u>27.0</u>	B.T.U., dry	Min. <u>10,822</u>
Volatile Matter, dry	% Max. _____	A.S.T., degrees F	Min. _____
Ash, dry	% Max. <u>12.0</u>	F.S.I.	Max. _____
Sulfur, dry	% Max. <u>0.40</u>	Hardgrove Grind.	Min. _____

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>4"</u>	R.H. Screen	<u>0.0%</u>	_____
<u>1/4"</u>	R.H. Screen	_____	<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 196,500 (One Year)

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):										2007	JAN	FEB	MAR	APR
MAY	JUN	12,000	JUL	12,000	AUG	12,500	SEP	13,500	OCT	15,500	NOV	19,000		
DEC	21,500	2008	JAN	22,500	FEB	19,000	MAR	20,000	APR	15,500	MAY	13,500		
JUN	JUL		AUG		SEP		OCT		NOV		DEC			

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 196,500

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: June 30, 2008

MAXIMUM ORDER THIS ITEM (NET TONS): 25,500 per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2007 through May 31, 2008.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail: \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM **0003**
(THIS IS ALTERNATE OF
LINE ITEM 0003AA)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(ONE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	_____	B.T.U., dry	Min.	_____
Volatile Matter, dry		_____	A.S.T., degrees F	Min.	_____
Ash, dry	% Max.	_____			_____
	Min.	_____			_____
Sulfur, dry	% Max.	_____	Hardgrove Grind.		_____
		_____			_____

Screen Size: _____ Max. % Retained On _____ Max. % Passing Through _____

R.H. Screen

R.H. Screen

NAME OF MINE

STATE PERMIT NO.

TYPE

SEAM

TIPPLE/LOCATION LABORATORY/LOCATION

SHIPPING POINT/RR

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100% 1.00 FOB MINE \$.

M% - 0. FREIGHT + \$.

DRY, BTU FOB RAIL DEST. \$.

x _____ FP/OT FAC + \$.

ARBTU HAND/ADM + \$.

(rounded) x 2,000 TOTAL \$.

(A) _____ (rounded) x 100

(B) _____

(A) =

(B) =====

ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

() RESP

() NONRESP _____

() REJ _____

LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

SECTION B
SCHEDULE OF SUPPLIES

SP0600-07-R-0400

(This is alternate of
Line Item No. 0003)

REQUISITION/DATE: SP0600-06-0251 Sep 6, 06 LINE ITEM NO. 0003AA FIVE YEAR RAIL

INSTALLATION: Eielson AFB, AK

RAILHEAD AND SERVING

RAILROAD, if applicable: Fairbanks/Alaska Railroad.

TRANSPORTATION EQUIPMENT FOR THIS ITEM: 70 - 100 Ton Hopper Bottom Railcars

OFFERED PRICES SHALL BE PER NET TON: F.O.B. RAILCARS AT DESTINATION

COAL SIZE: 4" X 1/4"

MINIMUM SPECIFICATIONS QUALITY REQUIRED:

Moisture, as received	% Max. <u>27.0</u>	B.T.U., dry	Min. <u>10,822</u>
Volatile Matter, dry	% Max. _____	A.S.T., degrees F	Min. _____
Ash, dry	% Max. <u>12.0</u>	F.S.I.	Max. _____
Sulfur, dry	% Max. <u>0.40</u>	Hardgrove Grind.	Min. _____

Screen Size:		Max. % Retained On	Max. % Passing Through
<u>4"</u>	R.H. Screen	<u>0.0%</u>	_____
<u>1/4"</u>	R.H. Screen	_____	<u>15.0%</u>

TOTAL ESTIMATED REQUIREMENT (NET TONS): 982,500 (five-year)

ADDITIONAL QUANTITY RESERVED, if applicable (NET TONS): N/A

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):

ESTIMATED MONTHLY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS):					*2007	JAN		FEB		MAR		APR	
MAY		JUN 12,000		JUL 12,000		AUG 12,500		SEP 13,500		OCT 15,500		NOV 19,000	
DEC 21,500		2008	JAN 22,500		FEB 19,000		MAR 20,000		APR 15,500		MAY 13,500		
JUN		JUL		AUG		SEP		OCT		NOV		DEC	

MAXIMUM QUANTITY CONTRACTOR SHALL BE OBLIGATED TO FURNISH (NET TONS): 196,500

CONTRACTOR SHALL NOT BE REQUIRED TO MAKE ANY DELIVERIES UNDER THIS ITEM AFTER: June 30, 2012

MAXIMUM ORDER THIS ITEM (NET TONS): 25,500 per month.

NOTE: See Clause I86, ORDER LIMITATIONS.

I211 ORDERING (APR 1984)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued from June 1, 2007 through May 31, 2012.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mail, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the schedule. (FAR 52.216-18)

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE.

HANDLING COSTS, if applicable (PER NET TON): Rail: \$ _____ Truck: \$ _____

DFSC Form 6.37-S, FEB 91
(Supersedes JUN 89 Edition)

***THE MONTHLY REQUIREMENTS FOR THE FIVE-YEAR PERIOD WILL BE THE SAME QUANTITIES FOR EACH SUCCEEDING YEAR AS THE ONE-YEAR PERIOD.**

SECTION B
SCHEDULE (RAIL)
(F.O.B. RAILCARS AT DESTINATION)

SP0600-07-R-0400
LINE ITEM **0002AA**
(THIS IS ALTERNATE OF
LINE ITEM 0002)

THIS PORTION IS TO BE COMPLETED BY OFFEROR. **(FIVE-YEAR RAIL)**
USE A SEPARATE SHEET FOR EACH MINE OFFERED.

OFFEROR'S NAME: _____ OFFEROR OFFERS: _____ TONS,
(Total tons offered)

AT \$ _____ NET TON FOB RAILCARS AT DESTINATION **(DELIVERED COST)**

Coal cost only: \$ _____ Transportation cost only: \$ _____.

OTHER COSTS, if any: \$ _____ (IDENTIFY _____)

COAL SIZE _____.

OFFEROR GUARANTEES THE FOLLOWING ANALYSIS FOR THIS ITEM:

Moisture, as received	% Max.	_____	B.T.U., dry	Min.	_____
Volatile Matter, dry		_____	A.S.T., degrees F	Min.	_____
Ash, dry	% Max.	_____			_____
	Min.	_____			_____
Sulfur, dry	% Max.	_____	Hardgrove Grind.		_____
		_____			_____

Screen Size: _____ Max. % Retained On _____ Max. % Passing Through _____

_____	R.H. Screen	_____	_____
_____	R.H. Screen	_____	_____

NAME OF MINE _____

<u>STATE PERMIT NO.</u>	<u>TYPE</u>	<u>SEAM</u>	<u>TIPPLE/LOCATION</u>	<u>LABORATORY/LOCATION</u>	<u>SHIPPING POINT/RR</u>
-------------------------	-------------	-------------	------------------------	----------------------------	--------------------------

FOR DFSC USE ONLY

DOE DATA:

() TIPPLE

() SAMPLES _____

M: _____

V: _____

A: _____

S: _____

BTU: _____

AST: _____

FSI: _____

HG: _____

RAIL FREIGHT RATE PER NET TON AND TARIFF AUTHORITY:

THE FOLLOWING SPACE IS RESERVED FOR DFSC USE. OFFERORS: PLEASE DO NOT WRITE BELOW THIS LINE.

100%	1.00	FOB MINE	\$.
M%	- <u>0.</u>	FREIGHT	+ \$.
DRY, BTU		FOB RAIL DEST.	\$.
x _____		FP/OT FAC	+ \$.
ARBTU		HAND/ADM	+ \$ _____.
(rounded) x <u>2,000</u>	TOTAL	\$ _____.	
(A) _____		(rounded) x <u>100</u>	
		(B) _____	

(A) = _____
(B) = _____
ARBTU PER 1¢ DEST.

Calculated By (Signature)

Verified By (Signature)

() RESP
() NONRESP _____
() REJ _____
LB/SB _____ LSA GROUP _____

FOR DFSC-OT DIVISION USE

REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES

K1.01-10 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALTERNATES I/II) (MAR 2005/APR 2002/OCT 2000)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) **DEFINITIONS.** As used in this provision--

- (1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
- (2) **Forced or indentured child labor means** all work or service—
 - (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
 - (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process of penalties.
- (3) **Service-disabled veteran-owned small business concern—**
 - (i) Means a small business concern—
 - (A) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (B) The management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (ii) **Service-disabled veteran** means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
- (4) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.
- (5) **Veteran-owned small business concern means a small business concern—**
 - (i) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly-owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and
 - (ii) The management and daily business operations of which are controlled by one or more veterans.
- (6) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (7) **Women-owned small business concern** means a small business concern--
 - (i) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (ii) Whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)**

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

- [] TIN: _____
- [] TIN has been applied for.
- [] TIN is not required because:

- [] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
- [] Offeror is an agency or instrumentality of a foreign government;
- [] Offeror is an agency or instrumentality of a Federal government;

K1.01-10 Cont'd

(4) **TYPE OF ORGANIZATION.**

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other: _____.

(5) **COMMON PARENT.**

- ☐ Offeror is not owned or controlled by a common parent.
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a small business concern.

(2) **VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a veteran-owned small business concern.

(3) **SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN.** (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it--

- ☐ is
☐ is not

a service-disabled veteran-owned small business concern.

(4) **SMALL DISADVANTAGED BUSINESS CONCERN.** (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it--

- ☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

K1.01-10 Cont'd

(5) WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it--

☐ is
☐ is not

a woman-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it -

☐ is

a women owned business concern.

(7) TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(8) SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs)). The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs)). The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

NUMBER of EMPLOYEES

☐ 50 or fewer
☐ 51 - 100
☐ 101 - 250
☐ 251 - 500
☐ 501 - 750
☐ 751 - 1,000
☐ Over 1,000

AVERAGE ANNUAL GROSS
REVENUES

☐ \$1 million or less
☐ \$1,000,001 - \$2 million
☐ \$2,000,001 - \$3.5 million
☐ \$3,500,001 - \$5 million
☐ \$5,000,001 - \$10 million
☐ \$10,000,001 - \$17 million
☐ Over \$17 million

K1.01-10 Cont'd

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

☐ is

☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

☐ has

☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS.** The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(iii) **ADDRESS.** The offeror represents that its address—

☐ is

☐ is not

in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. **Address**, as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, **address** refers to the address of the small disadvantaged business concern that is participating in the joint venture.

K1.01-10 Cont'd

(10) **HUBZONE SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents as part of its offer that--

(i) It--

☐ is

☐ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It--

☐ is

☐ is not

a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. **(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:**

_____.)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) **(Complete if the offeror represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)** The offeror shall check the category in which its ownership falls:

☐ Black American

☐ Hispanic American

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(d) **REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

☐ has

☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

K1.01-10 Cont'd

(ii) It--

☐ has☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

☐ has developed and has on file☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **TRADE AGREEMENTS CERTIFICATE (JAN 2004) (DFARS 252.225-7020).** (Applies only if DFARS clause 252.225-7021, TRADE AGREEMENTS (JAN 2004), is incorporated by reference in this solicitation.) DFARS 252.225-7020 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the TRADE AGREEMENTS clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in subparagraph (2) below, is a U.S.-made qualifying country, designated country, Caribbean Basin country, or Free Trade Agreement country end product.

(2) The following supplies are other nondesignated country end products:

 (Insert line item no.)

 (Insert country of origin)

K1.01-10 Cont'd

(g) **BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 2004) (DFARS 252.225-7035).** (Applies only if DFARS clause 252.225-7036, BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM (JAN 2004) is incorporated by reference in this solicitation.) DFARS 252.225-7035 is hereby incorporated by reference in its entirety; only the certification portion is reproduced below.

(1) For all line items subject to the BUY AMERICAN ACT – FREE TRADE AGREEMENTS – BALANCE OF PAYMENTS PROGRAM clause of this solicitation, the offeror certifies that—

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a

qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

- (i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Insert line item number)

(Insert country of origin)

- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products:

(Insert line item number)

(Insert country of origin)

(iii) The following supplies are other foreign end products including end products manufactured in the United States that do not qualify as domestic end products:

(Insert line item number)

(Insert country of origin (if known))

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

- (1) The offeror and/or any of its principals

- [] are
- [] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

- (2) [] have or
- [] have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- [] are or
- [] are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

K1.01-10 Cont'd

(i) **CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (EXECUTIVE ORDER 13126).** [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) List End Product.

_____	_____
(Insert end product)	(Insert country of origin)
_____	_____
(Insert end product)	(Insert country of origin)
_____	_____
(Insert end product)	(Insert country of origin)
_____	_____
(Insert end product)	(Insert country of origin)
_____	_____
(Insert end product)	(Insert country of origin)

(2) **CERTIFICATION.** [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☐ The offeror will not supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) **ANNUAL REPRESENTATIONS AND CERTIFICATIONS.** Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for paragraphs _____.

(FAR 52.212-3/Alternates I/II)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States** means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking. (DFARS 252.212-7000, tailored)

L2.05-6 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (COAL) (DESC JAN 2005)

(a) **NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE**

STANDARD. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(b) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3. **See FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically;**

(9) Acknowledgment of solicitation amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) **PERIOD FOR ACCEPTANCE OF OFFERS.** See Addendum 1.

(d) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

L2.05-6 Cont'd

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) **CONTRACT AWARD (not applicable to Invitation for Bids).**

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer.

(h) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers **may be** submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.** If this solicitation covers requirements for U.S. Forces in Germany, see Addendum 1. Otherwise, see the Schedule.

(j) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.** (Applies to offers exceeding \$25,000 and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) **CENTRAL CONTRACTOR REGISTRATION (CCR).** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

L2.05-6 Cont'd

(l) **DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award.
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(FAR 52.212-1, **tailored**/DESC 52.212-9F25)

11.03-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (COAL) (DESC JAN 2006)

- (a) **INSPECTION/ACCEPTANCE.** See Addendum 2.
 - (b) **ASSIGNMENT.** The Contractor or its assignee may assign its rights to receive payment, due as a result of performance of this contract, to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes a payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its right to receive payment under this contract.
 - (c) **CHANGES.** See Addendum 2.
 - (d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
 - (e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference. **If this contract covers requirements for U.S. Forces in Germany, also see Addendum 2 for additional definitions.**
 - (f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence. **Also see Addendum 2.**
 - (g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
 - (1) Name and address of the Contractor;
 - (2) Invoice date and number;
 - (3) Contract number, contract line item number, and, if applicable, the order number;
 - (4) Description, quantity, unit of measure, unit price, and extended price of the items delivered;
 - (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (6) Terms of any prompt payment discount offered;
 - (7) Name and address of official to whom payment is to be sent; and
 - (8) Name, title, and phone number of person to be notified in event of defective invoice.
 - (9) **Taxpayer Identification Number (TIN).** The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (10) **Electronic funds transfer (EFT) banking information.**
 - (i) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - (ii) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration), or applicable agency procedures.
 - (iii) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

11.03-4 Cont'd

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.**

(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.

(3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) **Overpayments.** If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment. **Also See Addendum 2.**

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See **Addendum 2.**

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

11.03-4 Cont'd

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(t) **CENTRAL CONTRACTOR REGISTRATION (CCR).** See the CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) clause.

(FAR 52.212-4, **tailored**/DESC 52.212-9F55)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (AUG 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☒ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer.) (15 U.S.C. 657a).

☐ (4) [RESERVED]

☐ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

☒ (8) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2005) (15 U.S.C. 637 (d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☒ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

11.04 Cont'd

[] (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[] (ii) Alternate I (Jun 2003) of 52.219-23.

[] (11) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (12) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

[X] (14) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

[X] (15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

[X] (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

[X] (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

[X] (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[X] (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

[X] (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

[] (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

[] (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

[X] (23) 52.225-1, Buy American Act – Supplies (Jun 2003) (41 U.S.C. 10a-10d).

[] (24) (i) 52.225-3, Buy American Act – Free Trade Agreements – Israeli Trade Act (Jun 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-53).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (25) 52.225-5, Trade Agreements (Jun 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[] (26) 52.225-13, Restriction on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

[] (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

11.04 Cont'd

[] (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[] (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[X] (32) 52.232-34, Payment by Electronic Funds Transfer – Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

[] (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[X] (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

[] (1) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005) (41 U.S.C. 351, *et seq.*).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS -- NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph, in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

11.04 Cont'd

- (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, (Dec 2001) (38 U.S.C. 4212).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et. seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations. (FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2006)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☒ 252.225-7001 Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).
- ☐ 252.225-7014 Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- ☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAR 2006); (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- ☒ 252.225-7021 Trade Agreements (JUN 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☒ 252.225-7036 Buy American Act – Free Trade Agreements – Balance of Payments Program (JUN 2006) 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
☐ Alternate I (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

11.05 Cont'd

- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- ☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248) and similar sections in subsequent DoD appropriations acts.
- ☐ 252.227-7015 Technical Data – Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☐ 252.232-7003 Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).
- ☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- ☒ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631)
 - ☐ Alternate I (MAR 2000);
 - ☐ Alternate II (MAR 2000);
 - ☒ Alternate III (MAY 2002)
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- ☐ 252.237-7019 Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pubic Law 108-375).
- ☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(DFARS 252.212-7001)

ADDENDUM #1/OTHER REGULATORY AND LOCAL CLAUSES/REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K15 RELEASE OF UNIT PRICES (DESC MAR 2004)

The Defense Energy Support Center (DESC) will continue to release unit prices of successful offerors after the contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3. Unit prices are the bottom-line price per unit of product and may include the total contract price. They do not include any breakout of costs, such as transportation or overhead, and do not disclose the offeror's anticipated profit or any pricing factors. (DESC 52.224-9F25)

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K38 AUTHORIZATION AND MINE DESCRIPTION FORM (DESC FEB 1985)

(a) For each mine from which the offeror proposes to supply coal under this solicitation, the offeror is required to submit WITH THE OFFER one properly-executed DESC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION, except as provided in (b) below. The Mine Form is attached to this solicitation. It shall be completed and signed by an authorized official of the Operating Company. The **authorized official of the Operating Company** means that individual who is authorized to commit the coal for sale on behalf of the Operating Company and/or the Mine Owner. The Government reserves the right to reject any offer if the applicable Mine Form has not been received with the offer. Further, the Government reserves the right to verify the statements made in the Mine Form prior to award and, in the case of erroneous statements, an offer based on that Mine Form may be rejected. In the event that the Contractor requests that additional mine(s) be added after contract award, one properly-executed Mine Form for each mine shall be furnished by the Contractor at the time of this request.

(b) In the event that the proposed mine is owned by the offeror or by a subsidiary, division, or affiliate of the offeror, DESC Form 4.23, AUTHORIZATION AND MINE DESCRIPTION, will not be required for that mine. However, in such case, the offeror shall state below the mine(s) exempted by this paragraph (b):

(c) Offerors who offer coal from tipples or preparation plants must clearly identify the mine source(s) and must provide a properly executed AUTHORIZATION AND MINE DESCRIPTION form signed by an authorized official of the Operating Company and/or the Mine Owner providing the coal. (DESC 52.208-9F15)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

K85 Cont'd

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government. (DFARS 252.209-7001)

INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS OR QUOTERS**L1.02 PROPOSAL ACCEPTANCE PERIOD (DESC NOV 1991)**

- (a) **Acceptance period**, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) The Government requires a minimum acceptance period of **120** calendar days.
- (d) If the offeror specifies an acceptance period which is less than that required by the Government, such offer may be rejected.
- (e) The offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if such offer is acceptable to the Government and is accepted within the acceptance period stated in (c) above or within any extension thereof that has been agreed to by the offeror. (DESC 52.215-9FB1)

L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DOMESTIC) (DESC JAN 2001)

- (a) **THE OFFER.** The offer (proposal) shall consist of the following items:

- (1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, Blocks 12, 17 through 24, and 30.

- (2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

- (3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

- (4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

- (5) **Exceptions.**

- (i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

- (ii) If the offeror does not take any exceptions, completion of Blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

- (b) **PAST PERFORMANCE SUBMISSION.**

- (1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment **2**) and submit a separate description of any past efforts to subcontract with small businesses, veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses identifying highly successful efforts or any regulatory or subcontracting plan noncompliance. The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last **2** years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

- (2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

- (c) **SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, VETERAN-OWNED SMALL, HUBZONE SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESSES).** The offeror must provide a description of its efforts to ensure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known. (DESC 52.215-9F80)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

- (a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.
- (b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.
- (c) The telephone number of receiving facsimile equipment is 703-767-8573.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—
- (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.
- (e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal. (FAR 52.215-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

- (a) This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>
FAR/DFARS: <http://www.arnet.gov/>
DLAD: <http://www.dla.mil/j-3/j-336/>

(FAR 52.252-1)

L5.01-1 AGENCY PROTESTS (APR 2006) - DLAD

- Companies protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accountability Office, or (3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the Agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (**NOTE:** DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer. (DLAD 52.233-9000)

L74 TYPE OF CONTRACT (APR 1984)

- The Government contemplates award of a **Fixed Price with Economic Price Adjustment** contract resulting from this solicitation. (FAR 52.216-1)

L87 CONDITIONS FOR MULTIYEAR OFFERS (DESC AUG 1999)

- (a) Offerors must submit a price for the total quantity of the first year requirement. If you do not offer on the first year requirement, your bid/proposal will not be considered. Offerors are encouraged to submit offers on both the one-year and the multiyear requirements.
- (b) If only one responsive offer on the multiyear requirement is received from a responsible offeror, the Government reserves the right to disregard the offer on the multiyear quantities and to make award only for the first year requirement.
- (c) Offerors are advised that the offered price shall be the same for each year of the multiyear requirement.
- (d) If it is determined prior to award that only the first year quantities are actually required, the Government reserves the right to evaluate offers and make award solely on the basis of prices offered on the first year requirement.
- (e) (1) **COAL ACQUISITIONS.** Awards will not be made for less than the one-year requirement, except as provided by paragraph (h), Multiple Awards, in the INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (COAL) provision.
- (2) **SERVICES ACQUISITIONS.** Awards will not be made on less than the service stated as the first program year requirements. (Program year is the first year of the contract beginning with the service start date.)

(DESC 52.207-9FB1)

EVALUATION FACTORS FOR AWARD**M13 EVALUATION OF OFFERS INVOLVING MULTIPLE MINES (DESC FEB 1970)**

(a) Unless the offeror expressly reserves the right to supply coal under the item from any or all of the mines listed thereunder, the Government at its option may designate the mine or mines of those offered from which the coal required under the item may be supplied. The mine or mines from which coal shall be supplied under the item will be designated in the award.

(b) If the offeror expressly reserves the right to supply coal under an item from any or all of the mines listed under such item, the Government, in the event of award thereon, will accept coal under that item from any or all of the mines listed. (DESC 52.208-9F25)

M14 EVALUATION OF OFFERS (COAL) (DESC DEC 1998)

Offers will be evaluated on the basis of the following:

(a) The number of "As Received B.T.U. per one cent delivered at destination" of the coal offered from any mine is computed by the following formula: The percentage arrived at by subtracting the percent of moisture from 100 percent shall be multiplied by the product of the dry B.T.U. per pound times 2,000 (for net tons) or 2,204 (for metric tons). The product of this multiplication shall be used as a numerator to be divided by the sum of the delivered cost per ton, per line item, expressed in cents.

(b) In applying the above formula, the following will be used:

(1) The offeror's guaranteed moisture; and

(2) The dry B.T.U. per pound guaranteed by the offeror.

(c) If the offer provides the Government with an option to designate from which of the listed mines for an item that coal may be supplied, the offer on that item will be evaluated on the basis of the number of "As Received B.T.U. per one cent delivered at destination" of coal from that listed mine that produces coal having the highest number of "As Received B.T.U. per one cent delivered at destination." If a quantity of coal less than the total tonnage required under the item is awarded the offeror for production from this mine, the offer on the item will be evaluated as to the balance of such required tonnage on the basis of the number of "As Received B.T.U. per one cent delivered at destination," of coal from that listed mine that produces coal having the next highest number of "As Received B.T.U. per one cent delivered at destination." This same procedure will apply in evaluating coal from the remaining mines offered under the item until the total quantity of the item is awarded.

(d) If the offer under any item reserves to the offeror the right to supply coal from any or all of the mines listed thereunder, the offer on that item will be evaluated on the basis of the number of "As Received B.T.U. per one cent delivered at destination" of coal from the listed mine for that item that produces coal having the lowest number of "As Received B.T.U. per one cent delivered at destination."

(e) The bottom size specified for double-screened coal is considered a minimum only. Accordingly, offers for any item requiring double-screened coal where the bottom size of coal offered is larger than the bottom size specified for such item will not be rejected, but will be evaluated on the same basis as all other offers received.

(f) The offeror shall indicate guarantee on all elements of the specifications.

(g) The Government will determine, based upon published and special reports issued by the U.S. Army Petroleum Center Laboratory, if the coal offered from the "mine" or "mines" set forth in the offer meets all the requirements of the specifications shown on the Schedule. Those coal offers that do not meet the specifications and those coal offers for which there are no special or published reports will be rejected. It shall be incumbent upon offerors to insure that coal offered has been sampled by the U.S. Army Petroleum Center Laboratory prior to submitting an offer. A coal size required by the solicitation and offered for which no such reports are available will be evaluated on the nearest coal size, as determined by the Government, for which reports exist.

(h) For coal to be delivered to U.S. installations in Germany only, offerors offering other than coal from the U.S. must have the coal sampled and analyzed by an approved laboratory using ASTM or "equivalent national" standards and provide the commercial analysis report in lieu of an analysis report by the U.S. Army Petroleum Center. (DESC 52.208-9F20)

M72.02-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (COAL) (DESC JAN 2001)

(a) **APPLICATION.** This provision applies only after all price evaluation factors have been considered.

(b) **BASIS OF AWARD.**

(1) The Government will make awards to the responsible offeror(s) whose offer conforms to the solicitation and represents the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the evaluation factors for award. While total evaluated As Received British Thermal Unit per one cent (ARBTU/1¢) will be the most important factor in the evaluation of offers, the Government may make award to other than the highest evaluated ARBTU/1¢ offeror when a lower evaluated ARBTU/1¢ offeror has a record of past performance that demonstrates a greater probability that it will satisfy the solicitation requirements than the higher evaluated ARBTU/1¢ offeror. However, the Government will not award to a lower evaluated ARBTU/1¢ offeror if it considers the lower evaluated ARBTU/1¢ disproportionate to the benefits associated with the offeror's past performance.

(2) In determining best overall value, a comparative assessment will be made between the offeror's evaluated ARBTU/1¢, record of past performance, socioeconomic commitment, and other factors. The offeror that represents the best overall value will be the offeror that represents the best tradeoff between evaluated ARBTU/1¢, past performance, socioeconomic commitment, and other factors.

(c) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions of the solicitation, or if the Government has accepted any exceptions submitted with the offer. The Government will confirm the acceptability of each offer on a pass/fail basis.

(d) **PRICE.** The Government will perform a price analysis to determine the reasonableness of proposed prices in accordance with FAR 15.404.

(e) **EVALUATION OF PAST PERFORMANCE.**

(1) The Government will evaluate the quality of the offeror's past performance under contracts and/or subcontracts for the same or similar work required by the solicitation (in terms of scope, complexity, types of products, quantities, delivery modes, performance periods, delivery schedules, quality requirements, etc.). Offerors who have not performed contracts and/or subcontracts for the same or similar work required by the solicitation, that is, who lack any relevant past performance history, will receive a Neutral past performance rating. By past performance, the Government means the offeror's record of conforming to contract requirements and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, the offeror's business-like concern for the interest of the customer.

(2) The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. This assessment will be subjective, based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable past performance. Thus, a record of marginal or unsatisfactory past performance may be considered an indication that the offeror may be lacking in areas such as reliability, timeliness, customer satisfaction, and socioeconomic commitment. However, a record of average or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. In particular, recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends.

(3) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government may consider other past performance information obtained from past and present customers, subcontractors, and any other sources that have useful information. If the offeror is the incumbent contractor for any line item on which it offers under this solicitation, the Government reserves the right to assess the offeror's past performance based solely on the offeror's performance under that contract. Further, if the offeror has held previous contracts with DESC, the Government reserves the right to assess the offeror's past performance based solely on the offeror's performance under the DESC contracts. The Government may, however, choose to consider other available information.

(4) The subfactors listed below, which are equal in importance, will be used to evaluate past performance:

(i) **Quality.** The extent to which the offeror demonstrated its ability to conform to contract requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and healthy standards).

(ii) **Schedule.** The extent to which the offeror demonstrated its ability to meet contract schedules and delivery dates, including any administrative requirements.

(iii) **Business Relations.** The offeror's demonstrated commitment to integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts and whether the Contractor has met small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business participation goals.

M72.02-1 Cont'd

(f) The Government will evaluate the extent to which the offeror identifies and commits to using small businesses, veteran-owned small businesses, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses in the performance of the proposed contract. The socioeconomic information provided by the offeror under the PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION clause will be evaluated on a comparative basis among all offers. An offeror that proposes a higher percentage, complexity level, and variety of participation by small businesses, veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses, combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small businesses, veteran-owned small business, HUBZone small businesses, small disadvantaged businesses, and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposals for socioeconomic support will be made a part of any resulting contract for use in determining how well the Contractor has adhered to its socioeconomic plan.

(g) **RELATIVE IMPORTANCE OF EVALUATION FACTORS.** Proposals will be evaluated and rated against the factors listed below in descending order of importance:

- (1) Evaluated ARBTU/1¢;
- (2) Past performance; and
- (3) Socioeconomic Plan.

Evaluated ARBTU/1¢ is the most important factor. Past performance is slightly less important than ARBTU/1¢, and the socioeconomic plan is significantly less important than Evaluated ARBTU/1¢ and past performance. As proposals become more equal in evaluated ARBTU/1¢, the record of past performance and the offeror's socioeconomic plan will become more important.

(DESC 52.209-9F65)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

DD FORM 1707: INFORMATION TO OFFERORS OR QUOTERS, SF FORM 1449: SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS, DFSC FORM 6.37-R, 6.37-S, 6.37-T- (Schedule) DFSC FORM 4.23, AUTHORIZATION AND MINE DESCRIPTION ATTACHED CONTRACTOR PERFORMANCE DATA SHEET DESC-P FORM 1, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS- SUBCONTRACTING PLAN(Only large businesses are required to complete DESC-P Form 1) OFFER SUBMISSION PACKAGE	COVER SHEET PAGE <u>1</u> PAGE <u>2 through 13</u> ATTACHMENT 1 ATTACHMENT 2 ATTACHMENT 3 ATTACHMENT 4
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ADDENDUM #2**OTHER REGULATORY AND LOCAL CLAUSES
SUPPLIES OR SERVICE AND PRICE/COST****B25.06 ECONOMIC PRICE ADJUSTMENT - ACTUAL LABOR COSTS (COAL) (DESC JUN 2005)****(a) WARRANTIES.** The Contractor warrants that--

- (1) The unit prices set forth in this contract do not include allowances for any portion of the contingency covered by this clause; and
- (2) The prices to be invoiced hereunder for listed items shall be computed in accordance with the provisions of this clause.

(b) DEFINITION. As used throughout this clause, the term **contract date** means the date set for bid opening, for both non-set-aside and set-aside quantities. If this is a negotiated contract, the term **contract date** shall be the last date on which initial offers may be received or the date final proposal revisions are due, whichever is applicable. As to additional coal procured by modification to this contract, if any, the term means the date of such modification.

(c) ADJUSTMENTS.

(1) Even though a prospective increase in the cost of labor (as defined in (c)(2) below) has already been agreed to and is contained in a current union/management contract, it is still construed as a "possibility" under this clause, and, hence, shall not be included in the prices set forth in this contract. Any such increase that becomes effective after the date of contract will be treated by the Government as set forth below.

(2) If at any time after the date of contract there is an increase or decrease in labor rates, working hours, welfare fund contributions, holidays, vacations, or related employee fringe benefits resulting from a United Mine Workers or Progressive Mine Workers contract, which is a part of a general revision of labor rates, working hours, welfare contributions, holidays, vacations, or related employee fringe benefits within the producing district where any such coal is mined, the Contractor shall promptly notify the Contracting Officer in writing within 60 days. Such notice shall include the Contractor's proposal for an adjustment in the unit price for each item affected under the contract. Such notice shall be accompanied by data, in such form as the Contracting Officer may require, explaining (i) the causes, (ii) the effective date, and (iii) the amount of the increase or decrease. With each such request, the Contractor shall furnish an authenticated copy of the new union/management wage scale together with the labor rates, working hours, welfare contributions, holidays, vacations, or related fringe benefits. Such notice shall be accompanied by data, in such form as the Contracting Officer may require, explaining (1) the causes, (ii) the effective date, and (iii) the amount of the increase or decrease. With each such request, the Contractor shall furnish an authenticated copy of the new union/management wage scale together with the labor rates, working hours, welfare contributions, holidays, vacations, or related fringe benefits. Within a reasonable time after receipt of any notice and data described in (c)(2) above, the Contracting Officer shall issue a modification to the contract to adjust the contract unit prices to reflect any change in the cost of performance of this contract due to the increase or decrease as set forth in (c)(2) above and an effective date thereof. Failure of the parties to agree to an equitable adjustment under this contract shall be deemed a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract. Within a reasonable time after receipt of any notice and data described in (c)(2) above, the Contracting Officer shall issue a modification to the contract to adjust the contract unit prices.

(3) With any request for an upward price adjustment, the Contractor shall include a statement that it is being required to pay or bear the burden of such increase, and that the increase has resulted in at least an equal upward adjustment in the unit price of the Contractor's coal sold to commercial customers under contract of like quantity, size, kind, and quality coal. In no event shall the increase in the applicable unit price to be paid by the Government exceed that to commercial customers of the Contractor under contracts for a like quantity, size, kind, and quality of coal.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** Contractor agrees that the total increase in any unit price shall not exceed **10** percent per contract year.

(5) Within a reasonable time after receipt of any notice and data described in (c)(2) above, the Contracting Officer shall issue a modification to the contract to adjust the contract unit prices to reflect any change in the cost of performance of this contract due to the increase or decrease as set forth in (c)(2) above and an effective date thereof.

(6) Failure of the parties to agree to an equitable adjustment under this contract shall be deemed a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract. Pending agreement of or determination of any such adjustment and its effective date, the Contractor shall continue performance.

(7) Any price adjustment allowable shall only apply to coal shipped from the Tipple or Breaker on or after the effective date of any new union/management wage agreement or amendment thereto.

(8) No cost factors other than those enumerated in (c)(2) above shall be considered in any price adjustment.

(9) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(10) No individual adjustment of less than \$500 shall be made in the total price of any one item under the contract.

(d) EXAMINATION OF RECORDS. The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(e) FINAL INVOICE. The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause. (DESC 52.216-9FAK)

DESCRIPTION/SPECIFICATIONS**C13 SIZE, SIZE CONSIST, AND PREPARATION (DESC AUG 1997)****(a) DEFINITIONS.**

(1) **TOP SIZE.** The sieve (screen) designating the upper limit or top size of a series of screens with the smallest openings upon which coal is cumulatively retained. This is cited as a percentage by weight of coal larger than the defined top size. This requirement is found in the Schedule section of the solicitation/contract (e.g., no more than 5% retained on a 1 ¼ inch screen). The defined top size is not to be confused with the size of the largest lot.

(2) **BOTTOM SIZE.** The sieve (screen) designating the lower limit or bottom size of a series with the largest openings through which the coal passes. This is cited as a percentage by weight of coal smaller than the defined bottom size that passes through a defined bottom size screen. This requirement is found in the Schedule section of the solicitation/contract (e.g., no more than 15 percent passing through a ¼ inch screen). The defined bottom size is not to be confused with the size of the smallest particles in the lot.

(b) **TEST METHODS.** ASTM D 4749-87, Standard Test Method for Performing the Sieve Analysis of Coal and Designating Coal Size (Reapproved 1994); ASTM D 2013-86, Preparing Coal Samples for Analysis Reapproved 1994).

(c) SIEVE APPARATUS.

(1) In addition to conforming to all other specifications set forth in this contract, all coal delivered shall be substantially of the size or sizes specified, determined as follows:

(i) In all double screened coal (known as prepared sizes), the maximum and/or minimum top size specified shall pass through a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum top size specified. The maximum and/or minimum bottom size specified shall be retained on a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum bottom size specified.

(ii) In all single screened coal (known as screenings, slack, or mechanically fired steam coal) the maximum and/or minimum top size specified shall pass through a round hole perforated screen (or its equivalent), the perforations of which are equal in diameter to the maximum and/or minimum top size specified. As single screened coal is purely a resultant product, no maximum and/or minimum bottom can be specified and no bottom screening required.

(iii) Where "crushed run of mine" or "crushed prepared sizes" are accepted upon award for screenings and/or slack coal as described in (ii) above, the maximum and/or minimum top sizes may be determined by adjusting the crusher to that position where the crushed product will not exceed the maximum top size or be less than the minimum top size required. Where such crushed coal is furnished, no screening is required. Run of mine coal shall be full of the mine with no sizes removed. The maximum size will be limited by the contract terms; and lumps exceeding that maximum size shall not be removed but shall be broken or crushed to come within the maximum size limitations.

(d) SAMPLE SIZE.

(1) When a definite size consist is required, the Schedule for coal will specify the minimum percentage for coal which will be retained or the maximum percentage of coal that will pass through the screen(s).

(2) A size consist sample shall be no less than 1,000 pounds which shall be drawn in equal increments from not to exceed 5 carloads or truckloads of coal in any one shipment.

(3) The size consist sample shall be drawn in equal increments from 9 points in the car(s) or truck(s). Lay out 3 diagonals (example: [\\]) across the car(s) or truck(s), beginning at the right front corner, diagonally across the car(s) or truck(s) to the other side. Three equally spaced collection points shall be designated for each diagonal. The first increments should be taken from the inside of the first diagonal [\\,]. The 9th increment should be taken from the left rear corner of the 3rd diagonal in the car(s) or truck(s) [^\\].

(e) **SAMPLING.** Where single screened and/or crushed coal of a definite size consist is required by the contract, all coal delivered there under shall meet or be better than the size consist specified in the Schedule for coal as determined and reported in accordance with ASTM D 4749, using Round-hole screens. Sampling will not be required if it is obvious upon a visual inspection that the coal fails to meet size consist requirements, and that fact is acknowledged by a Contractor's representative. The screening test at the receiving activity shall be conclusive as to whether the size consist requirement has been met.

(f) NOTIFICATION OF REJECTION AND SAMPLE RETENTION.

(1) If the size consist of the car(s) or truck(s) is sampled and screened as described above and fails to meet the sizing required by the Schedule, the coal may be rejected by the Contracting Officer, the Contractor will be required to remove the coal at its expense. As an alternative, coal rejected for noncompliance of size consist requirements may be accepted at an adjusted price recommended by the receiving activity and agreed to by the Contractor and the Contracting Officer.

(2) The screened sample shall be retained in a protected place for seven full days, not counting the day the sample is screened, and shall be available for inspection by the Contractor and/or the Contracting Officer.

Example: Sample Screening Date:	Nov 15
Holding Period:	Nov 16-22
Destroy Sample:	Nov 23

(DESC 52.246-9FPQ)

C20 SULFUR CONTENT GUARANTEE (DESC MAY 1987)

The sulfur content of the coal to be furnished under this solicitation must be that percentage specified in the Schedule under MINIMUM QUALITY, or that percentage prescribed by applicable state law or local ordinance in effect on the date specified for receipt of offers, whichever is lower. In the event an applicable State law or local ordinance prescribes a lower percentage of sulfur content than that specified in this solicitation, the lower percentage shall be inserted in the Guaranteed Analysis and the applicable State law or local ordinance shall be identified in the Schedule.

(DESC 52.246-9FPK)

INSPECTION AND ACCEPTANCE**E1.03 CONTRACTOR INSPECTION RESPONSIBILITIES (COAL) (DESC JUN 1999)**

(a) The Contractor shall provide and maintain, and assure that subcontractors provide and maintain, an inspection system acceptable to the Government. The Contractor shall prepare, and assure that subcontractors prepare, a written description covering their procedures and operations directly relating to the supplies to be furnished under this contract: (1) receiving, (2) sampling, (3) testing, (4) calibration of testing and measuring equipment, (5) loading and shipping, and (6) records and reports. The description shall also include the designation of key operational positions. The inspection system, including operations related thereto and performed pursuant to this clause, shall be subject to surveillance by the Quality Representative.

(b) The Contractor shall either perform, or provide an independent laboratory acceptable to the Government (see the QUALITY PROVISIONS clause) to perform, all sampling and acceptance tests set forth in this contract in order to substantiate conformance of such supplies to the quality required by this contract; when such tests are performed at origin on supplies to be accepted at destination, the Contractor shall further provide, or cause to be provided, at the point and time of acceptance, such evidence of quality that will enable the Government to verify original test results. Such evidence of quality shall consist of an analytical test report, which shall also include barge, railcar and/or truck numbers, mine and seam (or blends) from which the coal originated. The analytical test report will include the air dry loss, as well as the weights of the samples and the number of increments taken. The method of sampling will also be annotated somewhere in the analysis.

(c) At the time of each shipment under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report (DD Form 250 series) in the manner and to the extent required by DoD FAR Supplement Appendix F, Material Inspection and Receiving Report, or as stated elsewhere in the contract. The mine and seam (or blends) from which the coal originated will also be annotated on the DD Form 250.

(d) The Contractor shall inspect, prior to loading, all shipping conveyances to determine that such conveyances are suitable for loading.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250 series documents, complete and available to the Government during the performance of this contract and for 3 years after final payment under this contract.

(DESC 52.246-9FC1)

E1.04 QUALITY PROVISIONS (COAL) (DESC MAR 2006) (REV)

RESPONSIBILITY FOR INSPECTION. Unless otherwise specified in the contract, the Contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified in the contract, the Contractor may use its own or any other facilities suitable for performance of the inspection requirements specified herein, unless disapproved by the Government. The Government reserves the right to perform any inspection deemed necessary to assure supplies and services conform to the contract specifications.

(a) **QUALITY CONFORMANCE INSPECTION.** Individual lots shall be examined as specified herein and subjected to tests for all requirements cited in the Schedule.

(b) **INSPECTION LOT.** A lot shall consist of a heterogeneous mixture of coal to be represented by a gross sample.

(c) **SAMPLING.**

(1) **SAMPLING FOR VERIFICATION OF PRODUCT QUALITY.** Each lot of coal shall be sampled for verification of product quality in accordance with ASTM D 2234, except as otherwise approved by the Contracting Officer's Quality Representative.

(2) **GROSS SAMPLE.** A gross sample is a sample representing one lot of coal and composed of a number of increments on which neither reduction nor division has been performed. One gross sample shall represent one lot of a quantity not to exceed 1,000 tons.

(3) **INCREMENT.** An increment is a small portion of the lot collected by one operation of a sampling device and normally combined with other increments from the lot to make a gross sample.

(4) **INCREMENT COLLECTION CLASSIFICATION.**

(i) The type of increment to be collected from the bulk lot shall be Type I as defined in ASTM D 2234.

(ii) The condition of increment collection shall be either Condition A or Condition B as defined in ASTM D 2234.

(iii) The spacing of increments shall be Systematic 1 as defined in ASTM D 2234 and be distributed throughout the entire lot.

(iv) The number and weight of the increments shall be as specified in Table 2 of ASTM D 2234. For example, raw coal with a top size of 2" will require a minimum of 35 increments taken systematically by either "stop-belt" or "moving stream" "condition" from the lot of 1000 tons or less. Each increment shall weigh a minimum of 6 lbs.

(5) **MECHANICAL COAL SAMPLING.**

(i) In response to this solicitation, Contractors proposing to use mechanical sampling equipment to satisfy the collection method for condition B, full stream cut as defined in ASTM D 2234, must include with the offer a detailed description of the sampling procedures, including drawings and operating instructions.

(ii) Contractor's written procedures, will also describe whether this sample method is ASTM approved (or equivalent) and complies with the collection criteria in D 2234 for obtaining a gross sample of coal.

(iii) Mechanical coal sampling systems, procedures and operations related thereto are subject to surveillance by the Quality Representative (QR) and must be acceptable to the Government. The Government's acceptance will be based on an evaluation of the above data and the recommendation/checklist submitted by the QR in accordance with ASTM D 4702.

(d) **PREPARING COAL SAMPLES FOR ANALYSIS.** The gross sample shall be prepared for analysis in accordance with ASTM D 2013.

(e) **TEST METHODS.** The standard test methods used for coal to determine conformance to chemical and physical requirements of the contract shall be conducted in accordance with ASTM standards listed in Table I:

TABLE I

<u>TEST</u>	<u>ASTM TEST METHOD NUMBER</u>
Moisture, Total (as received)	D 3173, D 3302 (D 2013), or D 2961 (to be used for bituminous coal only, total moisture content not to exceed 10%)
Volatile Matter, Dry	D 3175
Ash, Dry	D 3174
Sulfur, Dry	(1) D 4239 (Method B or C)
BTU, Dry	D 2015, D 3286, or D 1989
Ash Softening Temperature °F	(2) D 1857
Mercury, ppm	D 3684, D 6722
Chlorine, Percent	D 2361, D 6721, D 4208

<u>TEST</u>	<u>ASTM TEST METHOD NUMBER</u>
Free Swelling Index	D 720
Hardgrove Grindability	D 409
Sieve Analysis/Coal Size	(3) D 4749
Sodium (Na ₂ O)	(4) D 3682
Major and Minor Trace Elements (Mineral Ash)	D 6357; D 6349 or D 4326
Slagging and Fouling Characteristics	(5) Multi-process calculation

FOOTNOTES

- (1) Authorized Alternative Method A or B, ASTM D 3177.
- (2) Report ash fusion temperature as tested in a reducing atmosphere.
When H=1/2W is indicated in the Schedule of Supplies, the analysis will report the Hemispherical Temperature (HT).
- (3) Disregard Table 3 (D 4749) for gross sample quantity and utilize the Raw (Uncleaned Coal) section of Table 2, ASTM D 2234. Collect the gross sample for sieve analysis by doubling the number of increments listed for Raw (Uncleaned Coal), according to top size, for General Purpose Sampling Procedure (Table 2). The actual weight of the gross sample tested will be shown on the analytical test report. This gross sample is intended for sieve analysis determination only.
- (4) When specified in the contract.
- (5) Determination process requires initial testing of Major and Minor Trace Elements (Mineral Ash).
 - (a) Step 1 – Determine the base/acid ratio: $(\text{Fe}_2\text{O}_3 + \text{CaO} + \text{MgO} + \text{K}_2\text{O} + \text{Na}_2\text{O}) / (\text{SiO}_2 + \text{TiO}_2 + \text{Al}_2\text{O}_3)$
 - (b) Step 2 – Determine the fouling factor: base/acid ratio is multiplied by NaO value.
 - (c) Step 3 – Determine the Slagging Factor: base/acid ratio is multiplied by the as received sulfur percent.

(f) LABORATORY ACCEPTANCE.

(1) For evaluation by the Government, the Contractor's laboratory will have available and submit to the QR, at a minimum, the information required by the Sample Worksheet (FIG.X1.1), ASTM D 4182, unless evidence of laboratory accreditation from an independent laboratory association can be supplied by the Contractor.

(2) When applicable, the following requirements will be added as a continuation to the sample worksheet evaluation:

VII GRINDABILITY (Hardgrove - Machine).

- A Date of last calibration. Was calibration chart prepared?
- B Is revolution counter operating and does it stop automatically after setting at 60 revolutions?
- C Are sieving and weighing operations carried out without delay?

VIII FREE-SWELLING INDEX.

- A Are proper temperature and rate of temperature rise for either electric or gas heating maintained?
- B Do test buttons compare well to the standard profiles?

IX SIEVE ANALYSIS/COAL SIZE.

- A Are round hole sieves with a staggered pattern used when sizing for 1/4" or larger coal?
- B Do sieve plates show any visible damage?
- C Are sieve plates painted, plated, or coated?
- D Is a continuous mechanical sieve shaker used?
- E Before and after sieving, is the test sample/sieved coal weighed to within .5% or better?
- F Does the scale have a calibration certificate?

(DESC 52.246-9FC5)

E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

E6 CERTIFICATE OF CONFORMANCE (DESC JAN 2004)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the Material Inspection and Receiving Report (DD Form 250) or other authorized document that is distributed to the payment office (Block 12 of the DD Form 250). A copy shall also be sent with the shipment and to the CAO (Block 10 of the DD Form 250); however, the CAO copy shall only be sent if specifically requested by the Contracting Officer.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: _____

Signature: _____

Title: _____

(DESC 52.246-9F01)

E24.03 INSPECTION AND ACCEPTANCE (COAL) (ALASKA) (DESC APR 1997) (REV)

(a) All coal shall be (1) reasonably free from slate, bone, sulfur balls, dirt, tramp iron, frozen coal, extraneous foreign matter, and other characteristic impurities, (2) is not oxidized or weathered, (3) is properly prepared and meets the contract size requirements, and (4) is of the analytical quality equal to or better than the Minimum Specification Quality Required.

(b) If upon visual inspection the Government determines that any coal delivered hereunder is (1) not reasonably free from slate, bone, sulfur balls, dirt, tramp iron, frozen coal, extraneous foreign matter, or other characteristic impurities, (2) is oxidized and/or weathered, or (3) does not meet contract size requirements, and (4) is not of analytical quality equal to or better than the Minimum Specification Quality Required, the Contracting Officer or his designated representative may reject the coal by prompt telephonic or telegraphic notice, confirmed in writing, to the Contractor. All notices of rejection shall state the car numbers containing the rejected coal and the specific reason or reasons for the rejection.

(c) All coal delivered under this contract must be the size specified in the "Contractor's guarantees" on DESC Form 6.37-A incorporated in the contract. If upon visual inspection double-screened coal obviously exceeds the top size or obviously fails to meet the minimum bottom size guaranteed by the Contractor, the Contracting Officer or his designated representative may reject the coal by prompt telegraphic or telephonic notice, confirmed in writing, to the Contractor. The rejected coal shall not be unloaded and a size consistent sample shall be taken from the tops of the railcars. Collection and preparation of the samples will be in accordance with ASTM D 4915, Manual Sampling of Coal from Tops of Railroad Cars. The Sampling Pattern, Method of Increment Collecting, and Coal Quantity Represented by a Sample are described in Section 6, paragraph c, Collection of Size Consistent Samples, of DESC M 4185.1, Quality Assurance Procedures for Receipt of Coal Procured through DESC. Sieve analysis will be performed in accordance with ASTM D 4749, Standard Test Method for Performing the Sieve Analysis of Coal and Designating Coal Size, paragraph 11, Procedure, using round hole plates for the maximum and minimum sizes. An automatic shaker will be used to perform the actual sieving of the coal sample. The time the automatic shaker will be run will be that time recommended by the manufacturer of the shaker for the type of coal being sampled. The size consist test at destination (using installation) taken by the car top method will be conclusive. All notices of rejection shall state the car numbers containing the oversize and/or the undersize coal, the approximate size of the coal declared to be oversize and/or undersize, and the approximate percentage of this oversize and/or undersize coal. Coal so rejected may be later accepted at an adjustment in price in accordance with subparagraph (d)(3) of this clause.

(d) In the event that coal is rejected pursuant to (b) above, the Government, at its option, may exercise one or more of the following rights:

(1) Require the Contractor at the Contractor's expense to replace the rejected coal with an equal quantity of coal that meets the requirements of this contract.

(2) Require the Contractor, in the event coal is frozen to the sides or bottom of the rail cars, to bear the additional expense involved in unloading at destination or diverting the cars.

(3) Accept the previously rejected substandard coal in which event the contract price shall be reduced in an amount to be agreed upon by the Contractor and the Contracting Officer. Failure to agree to the amount of the reduction shall be considered a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause.

(e) The Contractor shall be liable for any damage to the Government's crushing and conveying equipment caused by the presence of tramp iron or other foreign bodies in the coal at the time of loading into the rail car at the tipple. (DESC 52.246-9FL1)

E25.03 SAMPLING AND EVALUATION (COAL) (ALASKA) (DESC JUL 2002)

(a) The Contractor shall sample all coal at the tipple as the coal is being loaded into the rail cars. The Government may have a representative present during coal loading and sampling. The Contractor shall collect samples consistent with standard methods prescribed by the American Society for Testing Materials. The Contractor shall send the sample for analysis to the U.S. Army Petroleum Center (USAPC) Laboratory in New Cumberland, PA. The USAPC's analysis of the sample shall be final and conclusive for both parties with respect to the actual tonnage sampled.

(b) If the heating value of the coal falls below the guaranteed analysis stated on the Award Continuation Sheet, the Contractor will be debited an amount equal to 1 percent of the delivered price for each 100 BTU/lb. that the monthly average (rounded to the nearest 100 BTU/lb.) exceeds the Contractor's guaranteed As Received BTU/lb. The delivered price for this calculation is the f.o.b. mine price per ton plus transportation charges, or f.o.b. destination price, which includes all transportation charges paid by the Contractor, plus any applicable handling or product treatment costs.

(c) If the heating value of the coal exceeds the guaranteed analysis stated on the Award Continuation Sheet, the Contractor will be credited an amount equal to 1 percent of the delivered price for each 100 BTU/lb. that the monthly average (rounded to the nearest 100 BTU/lb.) exceeds the Contractor's guaranteed As Received BTU/lb. The delivered price for this calculation is the f.o.b. mine price per ton plus transportation charges, or f.o.b. destination price, which includes all transportation charges paid by the Contractor, plus any applicable handling or product treatment costs.

(d) The debits and credits will be adjusted every six months by the Government by subtracting the total credit amount from the total debit amount based on weighted monthly averages of the total amount of coal delivered and its corresponding analysis(es). If the total debits exceed the total credits, the Contractor shall pay the Government the difference between the credits and the debits. The Government may elect, at its option, to have the Contractor repay amounts owing to the Government by cash payment or as a credit against existing unpaid invoices due the Contractor. The Contractor shall not be paid and the contract price shall not be increased if the total credits exceed the total debits.

(e) The Government, at its option, may take samples of coal delivered under this contract for verification of Contractor samples. (DESC 52.246-9FM5)

E26.01 SOURCE INSPECTION OF BULK DELIVERIES (COAL) (DESC JUN 1999)

- (a) The activity assigned coal procurement inspection responsibility for the geographical area wherein the point of bulk shipment (loading) is located is responsible for assuring compliance with the CONTRACTOR INSPECTION RESPONSIBILITIES clause.
- (b) The following information will be dispatched by the Contractor so as to be available to the Government inspection activity for the shipping point 7 days prior to the date of shipment, unless other arrangements are made between the inspection activity and the Contractor, and that agreement is in writing:
- (1) Contract number and item number;
 - (2) Date shipment is to be made;
 - (3) Name and location of preparation plant or tipple from which shipment is to be made;
 - (4) Identity of the consignee; and
 - (5) Quantity to be shipped.
- (c) The office responsible for inspection, on behalf of the Government, shall be as follows:

<u>ITEM(S)</u>	<u>SOURCE OF PRODUCT AND/OR SHIPPING POINT</u>	<u>INSPECTION OFFICE</u>
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NOTE: The Government will designate the applicable inspection office on resultant award documents. If coal is shipped via multiple conveyances, the primary inspection office shall be where the tipple is located and the coal initially loaded. The primary inspection office shall request support for surveillance from the cognizant inspection office where any transloading is done. Copies of the request and the name/address/phone number/fax numbers of the inspection representative(s) assigned shall be provided to the Contract Administrator.

(DESC 52.246-9FD1)

E33.03 CONSIDERATION FOR EXCESS SULFUR AND ASH (COAL) (DESC JUL 1999)

In addition to those rights provided under the SAMPLING AND EVALUATION clause, the Government will take the following actions if coal delivered under this contract has not met the Minimum Specification Quality Required for sulfur and ash, based on U.S. Army Petroleum Center Analysis Reports:

(a) Assess damages against the Contractor based upon the unit price of the coal as follows:

For each 0.10 percent (one-tenth of one percent) that the sulfur content exceeds the Minimum Specification Quality Required, (DESC Form 6.37-S), the unit price of the coal, for the quantity represented by the analysis report, shall be decreased \$0.50 (fifty cents) per ton. The amount of these damages will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of damages so determined.

(b) Assess damages against the Contractor based upon the unit price of the coal as follows:

For each 1.0 percent (one percent) that the ash content exceeds the Minimum Specification Quality Required (DESC Form 6.37-S), the unit price of the coal, for the quantity represented by the analysis report, shall be decreased \$0.25 (twenty-five cents) per ton. The amount of these damages will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of damages so determined. The ash penalty shall be assessed only when the delivered ash content of the coal exceeds the minimum specification quality required for ash by a full percent. Thereafter, penalties will be assessed for each fraction of a percent.

EXAMPLES:

<u>ASH SPECIFICATION</u>	<u>DELIVERED ASH</u>	<u>PENALTY</u>
6.0	6.5	NONE
6.0	7.0	\$.25
6.0	7.5	\$.38

(c) Require the Contractor to pay to the Government any penalties or fines imposed upon any using activity by any Federal, State, or local authority, arising out of the delivery of coal containing sulfur in excess of the Minimum Specification Quality Required, or arising out of the delivery of coal with an ash content in excess of the Minimum Specification Quality Required. The amount of these penalties or fines will be deducted from any payments due the Contractor. If payments are no longer due the Contractor, the Contractor shall promptly pay to the Government the amount of such penalties or fines.

(d) (1) **FOR ALASKA.** The Minimum Specification Quality Required for as received sulfur and ash shall be used to calculate damages on a weighted monthly average basis, consolidated quarterly and concurrently, with debit and credit calculation for heat value applied in accordance with the SAMPLING AND EVALUATION (COAL) (ALASKA) clause.

(2) **ALL OTHERS.** The Minimum Specification Quality Required for dry sulfur and ash shall be used to calculate damages on a per shipment basis.

(DESC 52.246-9FR5)

E33.06 MINES (DESC APR 1997)

(a) Coal shall not be furnished from mines or tipples other than those stated on DESC Form 6.37A (Award Continuation Sheet) for each installation or any modification thereto. Coal shipped from any other source may be rejected by the Government and the contract may be terminated pursuant to paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of the contract.

(b) Notwithstanding the above, the Government reserves the right to accept or deny the Contractor's written request to furnish coal from mines or tipples in addition to those shown in the contract award Schedule. When additional mines or tipples are added to the Schedule by the Government at the written request of the Contractor, the Government reserves the right to require consideration in the form of a price reduction.

(DESC 52.246-9F60)

E35 NONCONFORMING SUPPLIES AND SERVICES (DESC JAN 2004)

(a) The Government may, at its discretion, accept nonconforming supplies or services. In such cases, the Contractor must obtain a deviation or waiver from the Contracting Officer prior to acceptance.

(b) The following procedures shall be used to request a deviation or waiver to the applicable nonconformance(s). A deviation is a request by a Contractor to deviate from the contract requirements after contract award, but prior to initial production of each product (for the duration of the contract). A waiver is a request by a Contractor to deviate from the contract requirements after initial production of each product (on a case-by-case basis or for a set period).

(1) Requests for deviations and waivers shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a waiver, not a deviation, through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Quality Operations Division (DESC-BQ) of the Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next normal DESC workday (0800 to 1630 hours EST, Monday through Friday, Federal Holidays excluded). As used in this clause, the term extraordinary situation means the matter cannot await resolution until the next normal DESC workday. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633 or (703) 767-8420; (DSN) 427-8420.

(2) If a deviation or waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the deviation or waiver being granted. If the situation dictates, a deviation or waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of the Disputes paragraph of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of this contract.

(3) If a deviation or waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government reinspection or retest, if necessary.

(4) If a deviation or waiver is granted modifying this contract but the supplies accepted are subsequently determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the deviation or waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(c) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES – FIXED-PRICE, INSPECTION AND ACCEPTANCE OF SUPPLIES (SHIPS' BUNKERS), or CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to—

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government reinspection or retest, if necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(d) Contractors shall be held responsible for payment of any fines or penalties imposed on a receiving activity by an environmental enforcement agency, resulting from the delivery of nonconforming supplies under a DESC contract.

(e) Repeated tender of nonconforming supplies or services, including those with only minor defects, will be discouraged by appropriate actions, including, but not limited to rejecting the supplies or services whenever feasible and documenting the Contractor's performance records.

(DESC 52.246-9FQ5)

E40 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area Workflow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(DFARS 252.246-7000)

DELIVERIES OR PERFORMANCE**F17.04 CONDITIONS OF RAIL DELIVERIES (COAL) (DESC JUN 1999)**

When the Schedule calls for delivery by railcar, the following conditions shall apply:

- (a) Each shipment from a single loading point shall be considered as one bulk lot as defined under the QUALITY PROVISIONS clause and shall be represented by one gross sample if the lot is no greater in quantity than 1,000 tons.
- (b) The gross sample shall be collected from the entire lot, prepared for analysis and tested to determine chemical and physical properties in accordance with the QUALITY PROVISIONS clause. The analytical report and DD Form 250 shall reference the lot number it represents.
- (c) The analytical test report and DD Form 250 pursuant to the CONTRACTOR INSPECTION RESPONSIBILITIES clause shall be forwarded to the destination by facsimile or First Class U.S. Mail to arrive prior to or concurrent with arrival of the shipment.
- (d) No shipment will be made of coal that does not conform to the minimum specification quality that was advertised as required by the activity unless the Contracting Officer (CO) grants permission to ship.
- (e) Permission to ship will be requested by the Contractor or its authorized representative, and, in the event the CO grants such permission, the DD Form 250 will be annotated with the following statement in Block 23:
 "Test results at source indicate their shipment of _____ cars does not meet minimum Specification Quality Required: e.g., Ash _____% in lieu of Spec. Limit of _____. DESC (CO) grants permission to ship subject to the rights reserved by the Government under this contract. Reference telecon CO/DESC-BQ on _____ (date)." The Contractor will not submit an invoice for any shipment that does not conform to the minimum specification until a modification is executed by the CO.
- (f) The receiving activity will inspect each shipment in accordance with the DESTINATION INSPECTION AND ACCEPTANCE clause. Each shipment may be sampled and tested in accordance with the SAMPLING AND EVALUATION clause.
- (g) Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant changes must also be addressed in writing.
 (DESC 52.242-9FH5)

F17.06 CONDITIONS FOR DELIVERIES BY MULTIPLE CONVEYANCES (COAL) (DESC JUN 1999)

When the Schedule calls for delivery by barge/truck or barge/railcar shipments, or is proposed by the Contractor, the following conditions shall apply:

- (a) Sampling will be performed at the closest feasible site prior to delivery to the customer, agreed upon during negotiations.
- (b) Product shall be represented by a gross sample. A gross sample shall be considered one bulk lot as defined under the QUALITY PROVISIONS clause.
 - (1) The coal will be sampled in accordance with ASTM D 2234. Increment collection will be Condition A (Stopped-belt cut) or Condition B (Full-stream cut).
 - (2) The number of increments will be in accordance with Table 2 of ASTM D 2234 for lot size up to and including 1,000 tons.
 - (3) For lot size of over 1,000 tons, the number of increments, as stated in Table 2, will be increased as follows:

$$N2 = N1 \times \frac{\text{lot size tons}}{1,000 \text{ tons}}$$

where: N1 = number of increments specified in Table 2

N2 = number of increments required

For example, a 1500-ton lot will require a minimum of 43 increments of 6 lbs. minimum weight each and be systematically collected from the entire lot.

- (c) The gross sample will be prepared for analysis and tested to determine chemical and physical properties in accordance with the QUALITY PROVISIONS clause.
- (d) Each barge load will be assigned a shipment number to be referenced on the analytical test report and the DD Form 250.
- (e) The analytical test report and DD Form 250, pursuant to the CONTRACTOR INSPECTION RESPONSIBILITIES clause, shall be forwarded to the destination by facsimile or First Class U.S. Mail prior to or concurrent with the arrival of the shipment at destination.
- (f) No shipments will be made of coal that does not conform to the minimum specification quality required unless the Contracting Officer (CO) grants permission to ship.
- (g) Permission to ship will be requested by the Contractor or his authorized representative, and, in the event the CO grants such permission, the DD Form 250 will be annotated with the following statement:

F17.06 Cont'd

"Test results at source indicate this barge shipment number _____ does not meet Minimum Specification Required: e.g., Ash _____% in lieu of Spec. Limit of _____%. DESC (CO) grants permission to ship subject to the rights reserved by the Government under this contract. Reference telecon CO/DESC-QE on _____ (date)."

(h) All barge loads will be held in a segregated stockpile at the barge company's coal dock or other facility from which the trucks will be loaded.

(i) The SHIPMENT AND ROUTING clause, paragraph (f), will prevail for each truckload delivered from the stockpile.

(j) The WEIGHTS AND UNIT OF PURCHASE clause, paragraph (c), shall govern quantities delivered to the destination.

(k) The receiving activity at the destination will inspect each truck in accordance with the DESTINATION INSPECTION AND ACCEPTANCE clause. Each shipment may be sampled and tested in accordance with the SAMPLING AND EVALUATION clause.

(l) Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant changes must also be addressed in writing.

(DESC 52.242-9FJ5)

F18 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

F21 CONTRACTOR NOTICE REGARDING LATE DELIVERY (DESC APR 1968)

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery Schedule or date, it shall immediately notify the Contracting Officer, in writing, giving pertinent details; PROVIDED, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery Schedule or date or of any rights or remedies provided by law or under this contract.

(DESC 52.242-9FM1)

F62 SHIPMENT AND ROUTING (COAL) (DESC JUN 1999)

(a) Upon receipt of a delivery order, the Contractor shall immediately proceed to make shipment, in the quantity stated, to the installation specified, at the rate of delivery required, and by the method specified in the Schedule. This does not affect the Contractor's obligations concerning quality inspection by the Government Quality Representative. Within 5 days of receipt of a delivery order from the ordering activity, the Contractor will submit a production/shipping schedule to the Contract Administrator, the Quality Assurance Representative, and the activity boiler plant point of contact. Once submitted, any significant changes must also be addressed in writing.

(b) If the coal is to be delivered f.o.b. railroad cars at the mine, the Contractor shall ship the coal under commercial shipping documents.

(1) When shipped under commercial bills of lading, such bills of lading shall be marked "Government Property, Collect" and shall be mailed promptly to the consignee for conversion to Government bills of lading at destination.

(2) When shipped under commercial documents other than commercial bills of lading, such documents shall be marked "Government Property, Collect." The carrier's destination freight bills will be converted to Government bills of lading at destination.

(3) Routing instructions for f.o.b. origin contracts will be furnished to the Contractor by the Alternative Fuels Directorate of the Defense Energy Support Center.

(c) If the delivery schedule should require shipment by the Contractor prior to his receipt of routing instructions as outlined in (b) above, the Contractor shall immediately proceed with shipments via the cheapest and most direct route to the receiving activity at the railhead and by the delivering railroad designated in the contract or in the preliminary wire or letter notice of award.

(d) The Contractor shall indicate on all shipping documents and notices of shipments all names, locations, and shipping points of the mines and the seam (or blends of mines and/or seams) from which the coal originates, the contract number, the quantity, and the exact size of the coal shipped. For example, if the coal shipped has a size of 1 1/4" x 1/4", then this size is to be shown on all shipping documents.

(e) In addition, with all truck deliveries, regardless of point of weighing, the Contractor shall furnish a statement setting forth the name and location of the mine and the seam (or blends of mines and/or seams) from which the coal was shipped. The Contractor shall also furnish each truck with written instructions listing the procedures for delivery, including hours of operation and the delivery limitations.(DESC 52.247-9FM5)

F104 VARIATION IN QUANTITY (COAL) (DESC NOV 1991) (DEVIATION)

(a) The Government will not accept any variation from the quantity specified in a particular order under any item of the Schedule except to the extent of that quantity required to fill the car or truck that is the last car or truck necessary to complete the contract or order.

(b) If coal is delivered in excess of the variations in quantity specified in (a) above, the Contractor shall remove such over-shipment at its own expense.(DESC 52.211-9FG5)

F106.01 WEIGHTS AND UNIT OF PURCHASE (COAL) (DESC APR 1990)

Unless otherwise stated in the Schedule, the unit of purchase shall be the net ton of 2,000 pounds. Payment hereunder shall be on the basis of weight determined as follows:

(a) (1) **FOR ALASKA.** The railroad scale weights at the usual point of weighing will govern payment except when belt scales are available at destination. When belt scales are available at destination, belt scale weight shall be used for payment.

(2) **ALL OTHERS.** Regardless of the delivery point, if the coal is transported to destination by rail, the railroad scale weights at the usual point of weighing will govern payment except when statutes or regulations require that shipments be reweighed at destination in which event the weight so determined shall govern.

(b) Regardless of the delivery point, if the coal is transported part way to destination by vessel or barge, the weights furnished by the railroad at the loading pier will be the basis on which payment shall be made.

(c) Regardless of the delivery point, if the coal is transported to destination by truck and the Government has adequate scales at the destination, each truckload will be weighed by the Government at the destination. In the event the coal is weighed at destination, the Government shall furnish the Contractor with a certificate showing the gross, tare, and net weight of each truckload. Whether or not adequate scales are available at the destination, the Contractor shall furnish the Government with a certified licensed weighmaster's certificate of weight for each truckload. In the latter instance, the coal shall be weighed on the scales nearest the destination which are operated by, or under the jurisdiction of, a certified weighmaster. Invoices submitted for payment shall be calculated by using the Contractor's adjusted net weight or the Government's net weight, whichever is less.

(d) If washed coal is to be delivered f.o.b. cars at the mine, the Contractor shall notify the scale agents when the cars are forwarded to the scales for weighing and waybilling as to which cars contain wet coal in order to assure that the Government will receive tariff deductions. This shall apply only where tariffs provide for weight allowances on washed coal.

(e) Weights of coal purchased under conditions not covered by the foregoing shall be determined by agreement between the Contracting Officer and the Contractor, based on prevailing commercial practice. (DESC 52.247-9FL1)

F108 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

The Contractor is responsible for the delivery of each item quantity within allowable variations, if any. If the Contractor delivers and the Government receives quantities of any item in excess of the quantity called for (after considering any allowable variation in quantity), such excess quantities will be treated as being delivered for the convenience of the Contractor. The Government may retain such excess quantities up to \$250 in value without compensating the Contractor therefor, and the Contractor waives all right, title, or interests therein. Quantities in excess of \$250 will, at the option of the Government, either be returned at the Contractor's expense or retained and paid for by the Government at the contract unit price.

(FAR 52.211-17)

CONTRACT ADMINISTRATION**G3 INVOICE NUMBERING REQUIREMENTS (DESC AUG 1998)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected.

(DESC 52.211-9FH5)

G9.06 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DESC DEC 1999)

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

(DO NOT EXCEED 153 CHARACTERS)

(DESC 52.232-9F55)

G9.09 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term **EFT** refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) **CONTRACTOR'S EFT INFORMATION.** The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) **SUSPENSION OF PAYMENT.** If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) of this clause shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.(FAR 52.232-33)

CONTRACT CLAUSES**11.07 CENTRAL CONTRACTOR REGISTRATION (ALTERNATE A) (OCT 2003/NOV 2003)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary Government repository for Contractor information required for the conduct of business with the Government.

(2) **Commercial and Government Entity (CAGE) code** means—

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
 (ii) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

(3) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

(4) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

(5) **Registered in the CCR database** means that—

(i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(ii) The Contractor’s CAGE code is in the CCR database; and

(iii) The Government has validated all mandatory data fields and has marked the records “**Active.**”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “**DUNS**” or “**DUNS+4**” followed by the DUNS or DUNS+4 number that identified the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

11.07 Cont'd

(g) (1) (i) If a contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day’s written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor’s CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the EFT clause of this contract.

(h) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(FAR 52.204-7/DFARS 252.204-7004)

11.20 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses:

FAR/DFARS: <http://farsite.hill.af.mil>

DLAD: <http://www.dla.mil/j-3/j-336>

(FAR 52.252-2)

12.05 CHANGES - FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the DISPUTES clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(FAR 52.243-1)

I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE – COMMERCIAL ITEMS (DESC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess repurchase costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated repurchase effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

I11.01-3 EXCESS REPROCUREMENT COST CALCULATION FOR CAUSE TERMINATIONS (COAL) (DESC APR 1997)

Offers for coal delivery orders or line items, procured as a result of a termination for cause, will be evaluated in accordance with the EVALUATION OF OFFERS (COAL) clause. The defaulted Contractor will pay any excess repurchase costs, in addition to any administrative cost of default. The excess repurchase costs will be calculated based on the following formula:

$$\left[\text{Repurchased Price} - \frac{\text{Repurchased ARBTU} \div \text{Defaulted ARBTU} / 1\text{¢}}{100} \right] \times \text{Repurchased Quantity} = \text{Repurchase Cost}$$

(DESC 52.249-9F25)

I11.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

I27 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost

incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.01 FEDERAL, STATE, AND LOCAL TAXES (DESC AUG 2003) (DEVIATION)

(a) As used in this clause--

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and The Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and The U.S. Virgin Islands; and

(iii) **Minor outlying islands.** *s Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.*

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

(b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided. (See either the **FEDERAL AND STATE TAXES/FEEES EXCLUDED FROM CONTRACT PRICE** clause or the **FEDERAL, STATE, AND LOCAL TAXES AND FEEES** clause.)

(c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.

(d) The contract price shall be decreased by the amount of any after-relieved tax.

(e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(DESC 52.229-9F15)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA** clause or a **COST ACCOUNTING STANDARDS** clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract. (FAR 52.232-17)

183 DEFINITE QUANTITY (OCT 1995)

- (a) This is a definite-quantity, indefinite-delivery contract for the supplies or services specified, and effective for the period stated, in the Schedule.
- (b) The Government shall order the quantity of supplies or services specified in the Schedule, and the Contractor shall furnish them when ordered. Delivery or performance shall be at locations designated in orders issued in accordance with the ORDERING clause and the Schedule.
- (c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after **SEE SCHEDULE**.

(FAR 52.216-20)

186 ORDER LIMITATIONS (OCT 1995)

- (a) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than **50 tons**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) **MAXIMUM ORDER.** The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of **SEE SCHEDULE**.
 - (2) Any order for a combination of items in excess of **SEE SCHEDULE** or
 - (3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(FAR 52.216-19)

1171.07 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

- (a) **Failure to make a good faith effort to comply with the subcontracting plan**, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled SMALL BUSINESS SUBCONTRACTING PLAN, the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled DISPUTES, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(FAR 52.219-16)

I209.05 OPTION TO INCREASE OR DECREASE QUANTITY (COAL) (ALASKA) (DESC APR 1997)

(a) The Contracting Officer, by written notice to the Contractor, may increase the total quantity of supplies called for herein for any given year by an amount not to exceed 20 percent or decrease the total quantity of supplies called for herein for any given year by an amount not to exceed 15 percent, at any time during the specified contract period.

(b) In the event the Government increases or decreases the total quantity for any given year under this contract, the delivery schedule shall be appropriately adjusted.

(c) The unit prices in effect at the time of receipt of the written notice by the Contractor shall continue unchanged and shall not be adjusted because of the Government's action to increase or decrease the total quantity pursuant to this clause.

(d) If the Government exercises the option to decrease the total quantity for any given year, the Contractor agrees that termination of the option quantities may be made under the TERMINATION FOR CONVENIENCE OF THE GOVERNMENT clause, at no cost to the Government, PROVIDED such termination does not exceed an aggregate amount of 15 percent of the total quantity for a given year.

(DESC 52.217-9F60)

I209.12 EXTENSION PROVISIONS (COAL) (DESC MAY 1996)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than three months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DESC 52.217-9F25)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from:

Ft. Wainwright: from October 1, 2007 through September 30, 2008 or through September 30, 2012
Clear Air Station and Eielson AFB: from June 1, 2007 through May 31, 2008 or through May 31, 2012.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

I226 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(FAR 52.232-18)

I238.02 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) **DEFINITION. HUBZone small business concern**, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) **EVALUATION PREFERENCE.**

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) **WAIVER OF EVALUATION PREFERENCE.** A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) **AGREEMENT.** A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(FAR 52.219-4)

I350 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(FAR 52.233-4)

AUTHORIZATION AND MINE DESCRIPTION FOR SOLICITATION NUMBER: **SP0600-07-R-0400**

(Submit one completed form for EACH mine with bid/offer)

1. THIS WILL AUTHORIZE THE FOLLOWING COMPANY TO SELL COAL FROM THE MINE DESCRIBED BELOW TO THE DEFENSE FUEL SUPPLY CENTER UNDER THE ABOVE SOLICITATION NUMBER.

2. I HEREBY AGREE TO FURNISH _____
(INSERT NO. OF TONS AND SIZE), MEETING OR EXCEEDING THE MINIMUM
SPECIFICATIONS FOR ITEM(S) _____ TO:
COMPANY NAME AND ADDRESS: _____
(Insert name of company, Agent, Broker, or Individual authorized to sell
your coal to DFSC) _____

3. MINE NAME _____ STATE PERMIT NUMBER _____
(Insert current and previous names, if known) (May be continued in Para. 6., Remarks)
LOCATION _____ COUNTY _____ STATE _____
SEAM NAME _____ SEAM NUMBER _____ TYPE _____

(Deep, Slope, Strip,
MINE BUSINESS SIZE: () Large Business(**500 employees or more**) Shaft, Auger)
() Small Business (**Less than 500 employees**) (Reference clause L2.05(a))

4. TIPPLE NAME _____ STATE PERMIT NUMBER _____
(Insert current and previous names, if known)
LOCATION _____ COUNTY _____ STATE _____

5. SHIPPING POINT _____ CAR SIDING CAPACITY _____
LOCATION _____ RAILROAD(S) _____

6. REMARKS: _____

7. OPERATING COMPANY: _____
(Insert name of the company which is operating the MINE described above)
ADDRESS: _____

8. _____
NAME AND TITLE OF AUTHORIZED OFFICIAL OF OPERATING COMPANY (Type or Print)

DATE _____
SIGNATURE OF AUTHORIZED OFFICIAL OF OPERATING COMPANY
TELEPHONE NUMBER _____

CONTRACTOR PERFORMANCE DATA SHEET

PLEASE COMPLETE THE INFORMATION CONTAINED ON THIS DATA SHEET FOR ALL CONTRACTS AND/OR SUBCONTRACTS PERFORMED DURING THE LAST 2 FILL-IN) YEARS FOR THE SAME OR SIMILAR WORK REQUIRED BY THE SOLICITATION (IN TERMS OF SCOPE, COMPLEXITY, TYPE OF PRODUCTS, QUANTITIES, DELIVERY MODES, PERFORMANCE PERIODS, DELIVERY SCHEDULES, QUALITY REQUIREMENTS, ETC). THE CONTRACTS SUBMITTED SHOULD HAVE A MINIMUM OF ONE YEAR PERFORMANCE HISTORY. THESE CONTRACTS MAY INCLUDE EFFORTS UNDERTAKEN ON BEHALD OF FEDERAL AGENCIES, INCLUDING THOSE PERFORMED FOR NON-DOD ACTIVITIES, QUASI-GOVERNMENT ORGANIZATIONS, STATE OR LOCAL GOVERNMENTS, AND/OR PRIVATE INDUSTRY. THE INFORMATION PROVIDED IN THIS DATA SHEET WILL BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING QUALITY AND DELIVERY OBJECTIVES. THE RESULTS WILL BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR(S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSALS (RFP).

GENERAL INFORMATION

Contractor Name and Address:				Contractor Point of Contact Phone: Fax:						
CONTRACT INFORMATION										
Contract Number:				Contract Type:						
Period of Performance:				Contract Dollar Value:						
Place of Performance:				# of Line Items Serviced:						
Contract Customer		DoD		Non-DoD		Quasi-Gov't		State or Local		Private Industry
Customer Name and Address:										
Customer Points of Contact (Name, Title, Phone, and Fax):										
1. Phone: Fax:				2. Phone: Fax:						
Brief Description of work/supplies furnished:										